

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
:  
BAKARY TOURE, :  
:

Plaintiff, :  
:  
:

-- against -- :  
:  
:

THUNDER LUBE INC, ABKO ASSOCIATES :  
INC and HAGAY KEREN, :  
:

Defendants. :  
:  
-----X

: Civil Action No.: 17-cv-00657 (PK)

**NOTICE OF DEFENDANTS' MOTION TO COMPEL  
ARBITRATION AND DISMISS PLAINTIFF'S COMPLAINT**

SERVED ON MARCH 8, 2018

**PLEASE TAKE NOTICE**, that upon the Declaration of David H. Hartheimer, dated March 8, 2018; the Declaration of Dror Hershowitz dated March 8, 2018; the Declaration of Hagay Keren dated March 8, 2018; the accompanying Memorandum of Law and supporting papers, and all the papers and pleadings hereto for had here in, Defendants Thunder Lube Inc., ABKO Associates Inc. and Hagay Keren, (collectively the 'Defendants'), by their undersigned attorneys, shall move this Court on April 19, 2018, at 10:00 A.M. or as soon thereafter as counsel can be heard before the Hon. Dora L. Irizarry, at the United States District Court, Eastern District of New York, located at 225 Cadman Plaza East, Brooklyn, New York, for an order (1) pursuant to the FAA, dismissing or staying the Complaint in the above-captioned matter and compelling arbitration; (2) awarding reasonable costs and attorney fees to Defendants for being compelled to seek arbitration as required pursuant to the Arbitration Agreement; (3) in the alternative, pursuant to F.R.C.P. 12(c), dismissing the entire Complaint with prejudice; (4) pursuant to F.R.C.P. 12(c), whether or not this case is stayed or dismissed in order to compel arbitration, first

dismissing Defendant Hagay Keren with prejudice; and (5) granting such other and further relief as this Court deems just and equitable.

Dated: New York, New York  
March 8, 2018

Respectfully Submitted,

MAYERSON & HARTHEIMER, PLLC

By: /s/ David H. Hartheimer

Sandra E. Mayerson, Esq.  
David H. Hartheimer, Esq.  
845 Third Avenue  
New York, New York 10022  
Telephone: (646) 778-4380  
E-mail: [Sandy@mhlaw-ny.com](mailto:Sandy@mhlaw-ny.com)  
*Attorneys for Defendants*

To: Abdul K. Hassan, Esq.  
215-28 Hillside Avenue  
Queens Village, New York 11427  
Telephone: (718) 740-1000  
E-mail: [abdul@abdulhassan.com](mailto:abdul@abdulhassan.com)  
*Attorney for Plaintiff*

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

Bakary Toure,

Plaintiff

-v-

Thunder Lube Inc.,  
Abko Associates Inc., and  
Hagay Keren,

Defendants.

Civ. Action #: 17-CV-00657  
(DLI) (PK)

DECLARATION OF DAVID H. HARTHEIMER

I, David H. Hartheimer, am an attorney duly admitted to practice law before the courts of the State of New York and the Eastern District of New York and hereby affirm the following to be true and correct under penalty of perjury:

1. I am a member of the law firm Mayerson & Hartheimer, PLLC ("M&H"), counsel to the Defendants in this case. I make this declaration in support of Defendants' Motion to Compel Arbitration, Dismiss Complaint and to Dismiss Defendant Hagay Keren (the "Dismissal Motion").
2. M&H was substituted in as counsel for the Defendants on or about August 28, 2017. Upon taking over as counsel, M&H immediately went to the Defendants' place of business to review the Plaintiff's personal file. There, M&H discovered an existing arbitration agreement between the Plaintiff and Defendant Abko Associates Inc. ("Abko") dated April 1, 2015 (the "Arbitration Agreement"). A true and correct copy of the Arbitration Agreement is attached hereto as Exhibit I.

3. Promptly upon this discovery, M&H sent a copy of the Arbitration Agreement to Plaintiff's lawyer and requested voluntary withdrawal of the case. M&H received no response from counsel.
4. Several weeks later, M&H contacted Plaintiff's counsel again. On November 20, 2017, Plaintiff's counsel finally responded that the Arbitration Agreement did not apply "at this stage."
5. On the same day, M&H filed a letter with this Court requesting a pre-motion conference on this motion to stay or dismiss the proceedings and to compel arbitration.
6. At the time of this request, very little had taken place in this case: no fact discovery had been exchanged, no depositions had been taken, and Plaintiff had not yet provided his initial Rule 26 disclosures.
7. Plaintiff filed a response on November 28, 2017, indicating that he would oppose any motion to dismiss the case and to compel arbitration.
8. This court subsequently entered an order indicating that before it would entertain a dispositive motion, the parties must attend at least one settlement conference before Magistrate Judge Kuo.
9. Because the dispositive motion would not be heard immediately, Defendants, believing strongly that this matter should be moved to arbitration, then filed a motion to stay all discovery and to extend the discovery deadlines accordingly (the "Stay Motion"). This Stay Motion was filed in order to contain costs until the motion to dismiss and to compel arbitration was resolved.
10. The Stay Motion was heard before Magistrate Judge Kuo on December 12, 2017. At the hearing, Magistrate Judge Kuo indicated that she felt that some initial fact discovery

would help both parties to crystallize their positions prior to a settlement conference.

Accordingly, she set a deposition schedule and new discovery deadlines. Magistrate Judge Kuo scheduled the settlement conference for January 10, 2018, and denied the Stay Motion.

11. After some initial discovery, the settlement conference was held on January 10, 2018.

The parties met for several hours but were unable to reach a settlement.

12. At the conclusion of the settlement conference, Magistrate Judge Kuo granted

Defendants' Stay Motion and stayed any further discovery. She indicated that the Defendants should proceed with their dispositive motion.

13. Prior to bringing this Dismissal Motion, M&H informed counsel to the Plaintiff on

multiple occasions of what M&H viewed as deficiencies in the pleadings, including the lack of any information concerning the alleged commission structure. Counsel to the Plaintiff chose not to amend his pleadings.

14. On December 7, 2017, counsel to that Plaintiff took the deposition of Defendant Hagay

Keren, which I attended. Attached hereto as Exhibit II is a true and correct copy of the transcript provided to us by Plaintiff's counsel.

15. On December 28, 2017, counsel to the Defendants took the deposition of Plaintiff Bakary

Toure, which I attended. Attached hereto as Exhibit III is a true and correct copy of the transcript of that deposition.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge and understanding.

A handwritten signature in blue ink, appearing to read "David H. Hartheimer", is written over a horizontal line.

David H. Hartheimer

Dated: 8 March 2018

# **EXHIBIT I**

Bakari

**ARBITRATION AGREEMENT****THIS ARBITRATION AGREEMENT SUPERCEDES ANY AND ALL ARBITRATION AGREEMENTS**

THIS IS AN AGREEMENT TO ARBITRATE ALL CLAIMS. READ THE FOLLOWING ARBITRATION PROVISIONS CAREFULLY. IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION OR ADMINISTRATIVE PROCEEDING.

1. I, the undersigned ("UNDERSIGNED"), hereby agrees to arbitrate any and all claims, disputes and or controversies, including but not limited to, all statutory claims and any and all state and or federal claims, that may arise out of or relate in any way to my work and or performance of services for **ABKO ASSOCIATES INC.** ("**Abko**" or "**Company**") and any other existing corporation, including but not limited to claims, disputes and or controversies involving their predecessors, successors, assigns, parents, subsidiaries, affiliates, officers, trustees, directors, shareholders, partners, employees, agents, heirs, administrators, executors and attorneys, past and present. ["UNDERSIGNED" as defined herein shall include any and all persons who worked or performed services for **Abko**, including but not limited to part-time employees, full-time employees, temporary employees, independent contractors, and or seasonal employees].
2. By agreeing to arbitration, UNDERSIGNED understands and agrees that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceedings, to resolve their disputes. The UNDERSIGNED also agrees to (i) waive any right to pursue any claims arising under this agreement including statutory, state and or federal claims, as a class action or class action arbitration, or (ii) to have an arbitration under this agreement consolidated with any other arbitration or proceeding.
3. In the event of a dispute, controversy or claim arising out of or relating in any way to UNDERSIGNED's work or performance of any services for **Abko** the UNDERSIGNED must first notify **Abko** in writing thereof, explaining in detail the nature of their claim. Within thirty (30) days of such notice, both Parties shall meet at **Abko** (or a location selected by **Abko**) in an initial attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such meeting, the UNDERSIGNED ("Complaining Party") shall seek remedies exclusively through arbitration as provided for herein. A written demand for arbitration must be made within sixty (60) days of the Complaining Party's first notification, and in no event shall it be made after one (1) year from when the Complaining Party knew or should have known of the controversy, claim, dispute or breach. UNDERSIGNED's failure to specifically adhere to these notice provisions and procedures as provided for herein, hereby results in a waiver by UNDERSIGNED of any and all claims against **Abko**, and their predecessors, successors, assigns, parents, subsidiaries, affiliates, officers, trustees, directors, shareholders, partners, employees, agents, heirs, administrators, executors and attorneys, past and present. All notices should be sent to: **ABKO ASSOCIATES INC., 488 CONEY ISLAND AVE., BROOKLYN, NEW YORK 11218** via regular and certified mail return receipt requested.
4. This agreement to arbitrate shall be specifically enforceable. **Abko** may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. If **Abko** prevails, it shall be entitled to reasonable attorney's fees and costs.
5. The arbitration shall be conducted by one (1) arbitrator. If the Parties are not able to agree upon the selection of the arbitrator, within thirty (30) days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by **Abko** from: (a) the list of arbitrators provided by the U.S. District Court for the Southern District of New York, the State Court of New York, or the New York State Bar Association if the arbitration is held in New York; or (b) from the list of arbitrators provided by the U.S. District Court of New Jersey, the State Court of New Jersey, or the New Jersey State Bar Association if the arbitration is held in New Jersey; or (c) a retired Judge. The arbitrator shall have at least ten (10) years of legal experience and be either an attorney or retired Judge, within a fifty (50) mile radius of **Abko**. The arbitrator shall have no authority to award punitive, consequential, special, or indirect damages. The arbitrator shall not be entitled to issue injunctive and other equitable relief. The arbitration will be held at **Abko's** attorney's office or a location chosen by **Abko**.



6. The laws of the State of New York shall be applied if the arbitration proceedings are held in New York, without regard to principles of conflict of laws. The laws of the State of New Jersey shall be applied if the arbitration proceedings are held in New Jersey, without regard to principles of conflict of laws. Company reserves the exclusive right to select the location of the arbitration proceedings and choice of law applied. Barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator is appointed. The arbitrator may reasonably extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

7. Except as may be required by law, UNDERSIGNED nor its representatives, assigns and or heirs cannot disclose the existence and content of this arbitration agreement, or results of this arbitration agreement and or any arbitration hereunder without the prior written consent of Abko. This confidentiality provision is a *material clause* of this agreement. Breach of this confidentiality provision by UNDERSIGNED or their representatives, attorneys, assigns and or heirs, will subject the breaching party to forfeiture of any and all damages (including all fees, costs and expenses) or award, if any, that the breaching party may have received, along with reasonable attorney's fees and costs incurred by the non-breaching party in seeking to enforce this confidentiality provision, including court costs and fees, and all arbitration costs and fees incurred by Company.

8. The Parties shall be entitled to discovery in the arbitration. Each Party shall be entitled to request no more than 500 pages of documents and to take three (3) depositions not to exceed eight (8) hours for each such deposition. Each Party shall be entitled to depose any expert who will testify in the arbitration proceeding. In addition to the foregoing, any Party shall be entitled to take the deposition of any witness who will testify at the arbitration. The Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness fourteen (14) days before the arbitration hearing.

9. Each party shall bear its own costs and their own attorney, expert, and other fees and costs. The cost of any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be the responsibility of the unsuccessful party. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions herein by bringing suit in any court of competent jurisdiction, as identified in paragraph 10. Each party shall pay its own proportionate share of arbitrator fees and expenses, plus the fees and expenses of the arbitrator designated, and the arbitration fees and expenses of the arbitrator designated.

10. The jurisdiction for all disputes involving this agreement to arbitrate shall be: (1) the U.S. District Court - Eastern District of New York or State of New York courts if the arbitration proceedings are held in New York, without regard to principles of conflict of laws; or (2) the U.S. District Court of New Jersey or State of New Jersey courts if the arbitration proceedings are held in New Jersey, without regard to principles of conflict of laws. Abko reserves the exclusive right to select either jurisdiction and court in New York or New Jersey for all court proceedings relating to this arbitration agreement. If UNDERSIGNED seeks to proceed with court proceedings in relation to this arbitration agreement, UNDERSIGNED must first request permission from Abko as to the jurisdiction, court and venue for all court proceedings.

11. If any part of this arbitration agreement is found to be unenforceable for any reason, the remaining provisions shall remain enforceable. This Arbitration Agreement replaces any and all other arbitration agreements, and shall govern and control. This agreement shall not be construed against the drafter. By signing this agreement, UNDERSIGNED represents that they have read this agreement, and fully understands the provisions provided for herein.

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION OR ADMINISTRATIVE PROCEEDING AGAINST ABKO ASSOCIATES. PLEASE READ IT CAREFULLY, PRIOR TO SIGNING. UNDERSIGNED MAY SEEK INDEPENDENT LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT.

Accepted By: 

Authorized Representative of ABKO ASSOCIATES INC.

Date: 4/1/15Undersigned: Undersigned Print Name: Bakari TaveDate: 4/1/15

## **EXHIBIT II**

1 UNITED STATES DISTRICT COURT  
2 EASTERN DISTRICT OF NEW YORK

3 -----x  
4 BAKARY TOURE,

Plaintiff,

5  
6 -against-

Civil Action No:  
17-CV-00657

7  
8  
9 THUNDER LUBE INC., ABKO ASSOCIATES INC., and  
HAGAY KEREN,

10 Defendants.

11 -----x  
12 EXAMINATION BEFORE TRIAL of Defendant,  
13 HAGAY KEREN, taken by the Plaintiff, pursuant  
14 to Notice, held at the offices of American  
15 Stenographic, LLC, 89-00 Sutphin Boulevard,  
16 Suite 305, Jamaica, New York 11435, on December  
17 7, 2017, at 1:00 p.m., before a Notary Public  
18 of the State of New York.

19 \*\*\*\*\*

20 AMERICAN STENOGRAPHIC, LLC  
89-00 Sutphin Boulevard  
21 Suite 305  
Jamaica, NY 11435  
22 Ph-718-291-6600  
Fax-718-291-6603  
23 855-US-STENO  
24  
25

1 A P P E A R A N C E S:

2

3 ABDUL HASSAN LAW GROUP, PLLC  
Attorneys for Plaintiff  
4 215-28 Hillside Avenue  
Queens Village, New York 11427  
5 BY: ABDUL K. HASSAN, ESQ.

6

7

8

MAYERSON & HARTHEIMER, PLLC  
9 Attorneys for Defendants  
845 Third Avenue, 11th Floor  
10 New York, New York 10022  
11 BY: DAVID H. HARTHEIMER, ESQ.

12

13

14

15

16

17

18

19

20

21

22

23

24

25

## 1 S T I P U L A T I O N S

2

3 IT IS HEREBY STIPULATED AND AGREED by  
4 and between the attorneys for the respective  
5 parties herein, that filing, sealing and  
6 certification be and the same are hereby  
7 waived.

8 IT IS FURTHER STIPULATED AND AGREED  
9 that all objections, except as to the form of  
10 the question shall be reserved to the time of  
11 the trial.

12 IT IS FURTHER STIPULATED AND AGREED  
13 that the within deposition may be signed and  
14 sworn to before any officer authorized to  
15 administer an oath, with the same force and  
16 effect as if signed and sworn to before the  
17 Court and that a copy of this examination shall  
18 be furnished without charge to the attorney  
19 representing the witness testifying herein.

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MR. HASSAN: I will read something for the camera and then the court reporter will swear the witness in.

This is a deposition of defendant, Hagay Keren, in the case of Bakary Toure versus Thunder Lube, Abko Associates and Hagay Keren, currently pending in a U.S. District Court for the Eastern District of New York, before District Judge Dora Irizarry and Magistrate Judge Peggy Kuo. The Civil Action No., 17-CV-00657. The deposition will be conducted before Ms. Teraza Conway, a court reporter and notary public from American Stenographic. Mr. Abdul Hassan counsels plaintiff, Mr. Bakary Toure. Also present along with the deponent is defense counsel, Mr. David Hartheimer.

Today is Thursday, December 7, 2017 and the time is approximately 1:05 p.m.

MR. HARTHEIMER: Good afternoon,

1 HAGAY KEREN

2 my name is Dave Hartheimer. I represent  
3 all of the defendants, including Mr.  
4 Keren, who is here with me today.

5 I would like to state for the  
6 record, that this deposition was not  
7 noticed until Sunday, December 3rd, and  
8 even then, was not noticed properly. We  
9 have tried, none-the-less, to  
10 accommodate the plaintiff by making our  
11 witness available. But the schedule has  
12 been difficult because Mr. Hassan does  
13 not timely respond to e-mails or also  
14 phone calls. The witness is here today  
15 under very short notice and under  
16 protest, and we reserve all of our  
17 rights with respect to the untimely  
18 notice.

19 I would also like to state for  
20 the record, that the defendants have not  
21 yet delivered documents or interrogatory  
22 responses to the plaintiff, which we  
23 expect to do in the near future.  
24 Accordingly, we have offered Mr. Hassan  
25 that he could take this witness's



1 HAGAY KEREN

2 deposition after the close of fact  
3 discovery so that he would have an  
4 opportunity to receive and review the  
5 documentary discovery prior to the  
6 deposition.

7 Mr. Hassan declined our offer  
8 and insisted the witness appear today.  
9 He, therefore, has waived any right to  
10 recall this witness after he receives  
11 the documentary discovery. Thank you.

12 MR. HASSAN: I disagree with  
13 Counsel's representation of the facts,  
14 his interpretation of the law. Most of  
15 what was said was incorrect and untrue.  
16 However, he made a statement for the  
17 record. We will proceed with the  
18 deposition.

19

20 H A G A Y K E R E N, the witness herein,  
21 having been first duly sworn by a Notary Public  
22 of the State of New York, was examined and  
23 testified as follows:

24 EXAMINATION BY

25 MR. HASSAN:

1 HAGAY KEREN

2 Q. State your name for the record, please?

3 A. Hagay Keren.

4 Q. State your address for the record,  
5 please.

6 A. 985 Washington Avenue, Plainview, New  
7 York 11803.

8 Q. Mr. Keren, to recap the process of the  
9 deposition, I will be outlining certain  
10 procedures. First, I will be asking the  
11 questions on behalf of the plaintiff and you  
12 are required to answer them. Please allow me  
13 to finish my question before you begin to  
14 answer because it's difficult for the court  
15 reporter to record what we have said if we are  
16 both speaking at the same time. Also for the  
17 court reporter, please speak loud enough and  
18 clear enough so that we can hear and understand  
19 what you are saying.

20 If you don't understand my question, you  
21 may ask for it to be repeated, and it will be  
22 repeated or clarified.

23 If you don't recall a part of the  
24 question or the whole of a question, you may  
25 ask for it to be repeated, and it will be

1 HAGAY KEREN

2 repeated or clarified.

3 If you would like to take a break,  
4 please let us know. I would ask that you allow  
5 me to finish my question and that you finish  
6 your answer before taking a break.

7 Your counsel has a right to object as to  
8 the form of any question that I ask. If your  
9 attorney objects, the practice is to note the  
10 objection on the record, and you will be asked  
11 to testify, except under certain objections  
12 such as privileges. Mr. Keren, do you  
13 understand that you are under oath?

14 A. Yes.

15 Q. Do you understand your duty to testify  
16 honestly and completely?

17 A. Yes.

18 Q. Have you testified in a deposition  
19 before?

20 A. Yes.

21 Q. When was the last time you testified in  
22 a deposition?

23 A. I cannot recall.

24 Q. More than five years ago?

25 A. It might be.

1 HAGAY KEREN

2 Q. How many times have you testified in a  
3 deposition?

4 A. Once.

5 Q. Do you remember what type of case it  
6 was?

7 A. I think it was a car accident.

8 Q. Were you a party in that case?

9 A. Yes.

10 Q. Were you the defendant or the plaintiff  
11 or some other party?

12 A. I was the plaintiff.

13 Q. And how was that case resolved;  
14 settlement, judgment?

15 A. Settlement.

16 Q. Now in terms of competence as a witness,  
17 I have to ask you several questions.

18 Are you taking any prescription  
19 medication?

20 A. No.

21 Q. Have you consumed alcohol in the last 24  
22 hours?

23 A. No.

24 Q. Do you suffer from any mental or  
25 physical handicaps that would prevent you from

1 HAGAY KEREN

2 testifying accurately and completely?

3 A. No.

4 Q. Have you reviewed any documents in  
5 preparation for your deposition today?

6 A. No.

7 Q. Did you speak with anyone other than  
8 your attorney in preparation for your  
9 deposition today?

10 A. No.

11 Q. Did you speak with your attorney prior  
12 to your deposition today?

13 MR. HARTHEIMER: Objection.

14 Don't answer that question.

15 Q. You don't have to tell me what was said.

16 MR. HARTHEIMER: That calls for  
17 attorney/client privilege. I'm going to  
18 ask my client not to answer that  
19 question.

20 MR. HASSAN: We will mark it for  
21 a ruling.

22 MR. HARTHEIMER: Thank you.

23 Q. In terms of your educational background,  
24 did you attend high school?

25 A. Yes.

1 HAGAY KEREN

2 Q. Which high school did you attend?

3 A. In Israel.

4 Q. What's the name of the high school?

5 A. It was for officers, Navy officers.

6 Q. A Navy officer high school?

7 A. Yes.

8 Q. And did you graduate from that high  
9 school?

10 A. Yes.

11 Q. What city in Israel was the high school  
12 in?

13 A. Akko, A-K-K-O, it might be.

14 Q. And what is your date of birth?

15 A. 1957.

16 Q. What year did you finish that high  
17 school, graduated from that high school?

18 A. 1976.

19 Q. Did you specialize in anything, focus in  
20 anything, any subject area?

21 A. Mechanical and electric.

22 Q. And after you graduated from that high  
23 school in 1976, what you did do; did you go to  
24 another institution of higher learning?

25 A. I went to the army.

1 HAGAY KEREN

2 Q. How long did you spend in the army?

3 A. Three years.

4 Q. What position did you have in the army?

5 A. Electrical and mechanical work.

6 Q. So you left the army around 1979?

7 A. Yes.

8 Q. Were you honorably discharged; what were  
9 the circumstances of your separating from the  
10 army?

11 A. I finished it.

12 Q. And after you left the army, did you  
13 attend any institution of higher learning?

14 A. Yes.

15 Q. What is it?

16 A. Technion Israel, T-E-C-H-N-I-O-N, it  
17 might be.

18 Q. What does that mean, is that technical?

19 A. A technical school.

20 Q. What did you study in that technical  
21 school?

22 A. Physics.

23 Q. How long did you attend that school for?

24 A. Two years.

25 Q. And you graduated from that school with

1 HAGAY KEREN

2 some type of degree in physics?

3 A. Yes.

4 Q. And by the way, while you were in the  
5 technical school, were you working anywhere?

6 A. Yes.

7 Q. Where were you working?

8 A. In the post office.

9 Q. What position did you have in the post  
10 office?

11 A. Night shift.

12 Q. Was there a title, like mail sorter?

13 A. I answered phones.

14 Q. And then -- so after the technical  
15 school, did you attend any other higher  
16 institution of higher learning?

17 A. No.

18 Q. Did you start working somewhere after  
19 you left technical school?

20 A. Yes.

21 Q. Where?

22 A. Gruman, G-R-U-M-A-N {sic}.

23 Q. Is that the defense manufacturer; is  
24 that the company that makes weapons and other  
25 stuff?



1 HAGAY KEREN

2 A. Yes.

3 Q. And how long have you worked for  
4 Grumman?

5 A. About a year.

6 Q. And what position did you hold there?

7 A. Engineer.

8 Q. And what were the circumstances of your  
9 separation from Grumman; were you fired, did  
10 you quit, laid off?

11 A. The company closed.

12 Q. Did you work somewhere else after  
13 Grumman?

14 A. No.

15 Q. What happened after you left Grumman?

16 A. I came to the United States.

17 Q. What year did you come to the United  
18 States?

19 A. 1984.

20 Q. Are you married?

21 A. Yes.

22 Q. Do you have children?

23 A. Yes.

24 Q. How many children?

25 A. Two.

1 HAGAY KEREN

2 Q. So in 1984 you came here, did you -- at  
3 some point, did you become employed here in the  
4 states?

5 A. Yes.

6 Q. How long after you came did you become  
7 employed?

8 A. About a year.

9 Q. So around 1985, you became employed?

10 A. Yes.

11 Q. At what job were you employed at first?

12 A. A car wash.

13 Q. What was your position at the car wash?

14 A. Partner.

15 Q. Which car wash was it?

16 A. Hollywood Car Wash.

17 Q. How did you pick the name Hollywood?

18 A. It was there.

19 Q. The name of the car wash was Hollywood  
20 at the time you bought it?

21 A. Yes.

22 Q. So someone else owned it under the name  
23 Hollywood Car Wash?

24 A. Correct.

25 Q. What was the location of the car wash

1 HAGAY KEREN

2 when you bought it?

3 A. 488 Coney Island Avenue.

4 Q. And at Hollywood Car Wash, did that also  
5 have a lube oil change operation attached to  
6 it?

7 A. No.

8 Q. Was there an oil change operation close  
9 to Hollywood Car Wash where people can take  
10 their cars in and change the oil?

11 A. I cannot recall that.

12 Q. So who were you partners with at  
13 Hollywood Car Wash?

14 A. Steven Bernard.

15 Q. Can you spell his name?

16 A. S-T-E-V-E-N, B-E-R-N-A-R-D.

17 Q. Is that Steven with a "ph" or a "v;" do  
18 you know?

19 A. No, I don't know.

20 Q. But you know it's Steven?

21 A. Yes.

22 Q. And what was the breakdown of the  
23 partnership; how much did you own of the  
24 business and how much did he own?

25 A. I was 20 percent.

1 HAGAY KEREN

2 Q. And he was what percentage?

3 A. 60.

4 Q. Who owned the other 20 percent?

5 A. Another partner.

6 Q. What was his name?

7 A. Shlomo Avital, A-V-I-T-A-L.

8 Q. When last have you spoken with Steven  
9 Bernard?

10 A. Three months ago.

11 Q. And Shlomo Avital, when last did you  
12 speak with him?

13 A. In October 14.

14 Q. October 2014?

15 A. No, October 14th.

16 Q. Oh, of this year?

17 A. Yes.

18 Q. So do you still -- is Hollywood Car Wash  
19 still in business?

20 A. Yes.

21 Q. Do you still own any part of it?

22 A. Yes.

23 Q. What part of it do you own currently?

24 A. 27 and a half percent.

25 Q. And currently, who owns the other

1 HAGAY KEREN

2 portions of that company?

3 A. Steven Bernard, Shlomo Avital and Dror  
4 Hershowitz, D-R-O-R.

5 Q. And the last name Hershowitz,  
6 H-E-R-S-H-O-W-I-T-Z; is that correct?

7 A. Possible.

8 Q. How long have you known Dror Hershowitz?

9 A. For about 15 years.

10 Q. And how did you come to know him?

11 A. He was working for me.

12 Q. So the percentages again, you owned 27,  
13 Dror Hershowitz owned how much?

14 A. I don't know that other breakdown.

15 Q. How much does Steven own currently?

16 A. I don't know.

17 MR. HARTHEIMER: Asked and  
18 answered. Objection.

19 Q. When did your ownership percentage  
20 change, do you know, from 20 to 27?

21 A. Through the years.

22 Q. So there are now four owners of  
23 Hollywood Car Wash?

24 A. Correct.

25 Q. And previously when you started, there

1 HAGAY KEREN

2 were three?

3 A. Yes, three.

4 Q. So you said you have come to know Dror  
5 Hershowitz because he began working for you?

6 A. Yes.

7 Q. Was that at Hollywood Car Wash?

8 A. No.

9 Q. Where?

10 A. Manhattan Bridge Car Wash.

11 Q. Did he ever have a case together with  
12 Manhattan Bridge Car Wash?

13 A. Possible.

14 Q. What is the status of Manhattan Bridge  
15 Car Wash, is it still in operation?

16 A. It might be.

17 MR. HARTHEIMER: If you don't  
18 know the answer to the question, just  
19 say you don't know. Don't guess, it  
20 doesn't help anybody.

21 Q. Were you once an owner of Manhattan  
22 Bridge Car Wash?

23 A. Yes.

24 Q. How long have you owned Manhattan Bridge  
25 Car Wash for?

1 HAGAY KEREN

2 A. For 12 years.

3 Q. And at some point, did your ownership  
4 end at Manhattan Bridge Car Wash?

5 A. Yes.

6 Q. When did your ownership end?

7 A. 2007.

8 Q. What was the form of the termination;  
9 did you sell it, something else happened?

10 A. I sold it.

11 Q. Who did you sell it to?

12 A. I don't remember the company name.

13 Q. You don't remember --

14 A. The company name, no.

15 Q. Was it a company or a person that you  
16 sold it to?

17 A. A company.

18 Q. And at the time you owned Manhattan  
19 Bridge Car Wash, you also opened Hollywood Car  
20 Wash?

21 A. Yes.

22 Q. Manhattan Bridge Car Wash, was there a  
23 lube operation associated with the car wash?

24 A. Yes.

25 Q. And how many people were working in the

1 HAGAY KEREN

2 lube operation at Manhattan Bridge Car Wash,  
3 let's say, in 2007 when you sold it?

4 A. I don't remember.

5 Q. Was it more than 20?

6 A. No -- I don't know.

7 Q. Do you remember if there was a  
8 Department of Labor investigation of Manhattan  
9 Bridge Car Wash?

10 A. No.

11 Q. Was there ever a New York State  
12 Department of Labor investigation of Manhattan  
13 Bridge Car Wash?

14 A. No.

15 Q. While you were owner of Manhattan Bridge  
16 Car Wash, did they ever reach any settlement  
17 with the New York State Department of Labor  
18 concerning unpaid wages?

19 A. No.

20 Q. How much did you sell Manhattan Bridge  
21 Car Wash for?

22 A. \$8,000,000.

23 Q. Did you own Manhattan Bridge Car Wash  
24 with anyone else?

25 A. Yes.



1 HAGAY KEREN

2 Q. Who were your other partners?

3 A. Alex Keren and Jeff Stern.

4 Q. And what percentages; when it was sold,  
5 what percentage did you own, what percentage  
6 did they own?

7 A. I was 55 percent, Alex, 20 percent, and  
8 25 percent, Jeff Stern.

9 Q. Did you own any other car washes during  
10 the period that you owned Hollywood Car Wash,  
11 other than Manhattan Bridge Car Wash?

12 A. Yes.

13 Q. What other ones did you own?

14 A. Medford Car Wash.

15 Q. Where is that located?

16 A. 178 Route 112 in Medford.

17 Q. Do you still own that car wash, Medford  
18 Car Wash?

19 A. No.

20 Q. When did you stop owning that?

21 A. I don't remember exactly.

22 Q. More than five years ago?

23 A. Yes.

24 Q. More than ten years ago?

25 A. No.

1 HAGAY KEREN

2 Q. How did you stop owning it; did you sell  
3 it, something else?

4 A. Yes.

5 Q. You sold it?

6 A. Yes.

7 Q. Who did you sell it to?

8 A. Jaguar Corporation.

9 Q. How much did you sell it for?

10 A. I don't remember the exact number.

11 Q. More than \$5,000,000?

12 A. No.

13 Q. More than \$2,000,000?

14 A. No.

15 Q. More than \$1,000,000?

16 A. Yes.

17 Q. Did you own that, Medford Car Wash, with  
18 anyone else?

19 A. Yes.

20 Q. Who?

21 A. Moshir (phonetic).

22 Q. Moshir who?

23 A. Kikos, K-I-K-O-S.

24 Q. What percentage did you own and what  
25 percentage did Moshir own?

1 HAGAY KEREN

2 A. 33 percent.

3 Q. You owned 33 percent?

4 A. Yes.

5 Q. And Moshir owned the remainder?

6 A. No.

7 Q. What was his percentage?

8 A. 33 percent.

9 Q. And someone else owned the rest?

10 A. Yes.

11 Q. Who was that?

12 A. Steven Bernard.

13 Q. Any other car washes you owned while you  
14 were the owner of Hollywood Car Wash?

15 So now, we have -- the two identified  
16 was Manhattan Bridge Car Wash and Medford Car  
17 Wash, any other in addition to Hollywood?

18 A. Yes.

19 Q. What is that?

20 A. Mamaroneck High Tech Car Wash.

21 Q. Now Medford Car Wash, was there a lube  
22 operation associated with the car wash?

23 A. No.

24 Q. Mamaroneck High Tech Car Wash, was there  
25 a lube operation associated with that car wash?

1 HAGAY KEREN

2 A. No.

3 Q. It was a stand-alone car wash?

4 A. Yes.

5 Q. So no oil change or anything like that?

6 A. No.

7 Q. Do you still own Mamaroneck High Tech  
8 Car Wash?

9 A. No.

10 Q. When did you stop owning it?

11 A. In the early '90s.

12 Q. Early '90s?

13 A. Yes.

14 Q. And did you own it with anyone else?

15 A. Yes.

16 Q. Who?

17 A. Shlomo Avital, Steven Bernard, and I  
18 don't remember the other partners.

19 Q. And what was your percentage of  
20 ownership in Mamaroneck High Tech Car Wash?

21 A. I don't remember.

22 Q. How much did you sell it for?

23 A. I don't remember.

24 Q. Do you remember who you sold it to?

25 A. It was a company.

1 HAGAY KEREN

2 Q. So we have, Mamaroneck High Tech Car  
3 Wash, Manhattan Bridge Car Wash, Medford Car  
4 Wash, any other car washes you owned?

5 A. Yes.

6 Q. What was the next one?

7 A. Bedford High Tech Car Wash in New  
8 Jersey.

9 Q. Let's list them and maybe we can go  
10 through them. Bedford in New Jersey.

11 A. Yes.

12 Q. What's the other one?

13 A. Perth Amboy.

14 Q. And that was the name, Perth Amboy Car  
15 Wash?

16 A. Yes.

17 Q. And any other car washes that you owned  
18 while you were the owner of Hollywood Car Wash?

19 A. I don't remember any other.

20 Q. Now Bedford Car Wash, do you still own  
21 it?

22 A. No.

23 Q. When did you stop owning it?

24 A. Early '90s.

25 Q. Who did you own it with, if any?

1 HAGAY KEREN

2 A. It was a list of people.

3 Q. Was Steven Bernard one of the owners?

4 A. Yes.

5 Q. Was Avital one of the owners?

6 A. No.

7 Q. Was Moshir one of the owners?

8 A. No.

9 Q. Was Dror Hershowitz one of the owners?

10 A. No.

11 Q. How about the Perth Amboy Car Wash, do  
12 you still own it?

13 A. No.

14 Q. When did you stop owning it?

15 A. Around 2005.

16 Q. And did you own it with anyone else?

17 A. Yes.

18 Q. Who else?

19 A. Mario DiCosta, Jeff Stern and one other  
20 partner, I don't remember his name.

21 Q. And did you sell that in 2005, the Perth  
22 Amboy?

23 A. Yes.

24 Q. How much did you sell that for?

25 A. It was a swap of stocks.

1 HAGAY KEREN

2 Q. And who were you swapping stocks with;  
3 another corporation, a person, do you remember  
4 who?

5 A. Mario DiCosta.

6 Q. So Mario DiCosta continues to be the  
7 owner of Perth Amboy Car Wash?

8 A. Yes.

9 Q. Now when you closed -- you said Dror  
10 Hershowitz was working for you at Manhattan  
11 Bridge Car Wash?

12 A. Correct.

13 Q. And after you sold that car wash,  
14 Manhattan Bridge Car Wash, did he continue to  
15 work for you elsewhere?

16 A. No.

17 Q. Did he ever work for you at Hollywood  
18 Car Wash?

19 A. Yes.

20 Q. What period of time did he work for you  
21 at Hollywood Car Wash?

22 A. I don't remember when he started.

23 Q. How long ago; more than ten years ago --  
24 let's do it like this, in 2007 you sold  
25 Manhattan Bridge Car Wash?

1 HAGAY KEREN

2 A. Correct.

3 Q. Did he start working for you after 2007?

4 A. No.

5 Q. Before 2007?

6 A. I don't remember.

7 Q. How long did he work for you at  
8 Hollywood Car Wash?

9 A. I don't remember how many years.

10 Q. More than one year?

11 A. Yes.

12 Q. More than two years?

13 A. Yes.

14 Q. More than five years?

15 A. Yes.

16 Q. More than ten years?

17 A. I cannot recall.

18 Q. Does he still work for Hollywood Car  
19 Wash?

20 A. Yes.

21 Q. Do you know the corporate defendants in  
22 this case, Thunder Lube and Abko Associates?

23 A. Yes.

24 Q. How did you come to know them?

25 A. I'm partner.



1 HAGAY KEREN

2 Q. Let's start with Thunder Lube. Do you  
3 own part of Thunder Lube?

4 A. No.

5 Q. You don't own any part of Thunder Lube?

6 A. I do.

7 Q. What part do you own?

8 A. 27 and a half.

9 Q. Who owns the rest?

10 A. Dror Hershowitz, Shlomo Avital, Steve  
11 Hershowitz.

12 Q. How much does Dror own?

13 A. I don't know.

14 Q. And you said Avital owns?

15 A. I don't know what is the percentage for  
16 each of them.

17 Q. But the other two are owners of Thunder  
18 Lube?

19 A. Shlomo Avital, Steven Bernard and Dror  
20 Hershowitz.

21 Q. How long has Dror Hershowitz been an  
22 owner of Thunder Lube?

23 A. I don't know.

24 Q. More than five years?

25 A. I don't know if it's existing more than

1 HAGAY KEREN

2 five years; I don't remember.

3 Q. Dror Hershowitz, does he also work at  
4 Thunder Lube, like a manager?

5 A. He is managing the whole facility.

6 Q. He is managing the whole of Thunder  
7 Lube?

8 A. Yes.

9 Q. In terms of structure -- by the way,  
10 where is Thunder Lube located?

11 A. I don't remember the exact number, but  
12 it's also close to Coney Island Avenue, next to  
13 the car wash.

14 Q. Next to Hollywood Car Wash?

15 A. Correct.

16 Q. Do they use the same address, 488 Coney  
17 Island Avenue?

18 A. I wouldn't know.

19 MR. HARTHEIMER: Can I talk to  
20 my client for a moment, please?

21 MR. HASSAN: Sure.

22 (Whereupon, a recess was taken  
23 at this time.)

24 Q. During the break, did you discuss this  
25 deposition or this testimony with your

1 HAGAY KEREN

2 attorney?

3 MR. HARTHEIMER: Objection. It  
4 calls for attorney/client privilege. I  
5 will ask my client not to answer that  
6 question.

7 MR. HASSAN: Okay. We will take  
8 that up later.

9 Q. So Thunder Lube, I was asking if it  
10 shares the same address --

11 MR. HASSAN: After a brief  
12 break, we are back on the record. It's  
13 approximately, 1:39 p.m. on December 7, 2017.

14 Q. Did Thunder Lube and Hollywood Car Wash  
15 share the same address or stationary, like  
16 envelopes, which is 488 Coney Island Avenue?

17 A. I wouldn't know.

18 Q. Did you have an office at Hollywood Car  
19 Wash at any time?

20 A. I never had an office.

21 Q. How about Thunder Lube, did you have an  
22 office at Thunder Lube?

23 A. No.

24 Q. Are there offices, like managerial  
25 offices at Thunder Lube?

1 HAGAY KEREN

2 A. I don't know.

3 Q. Have you ever been to the Thunder Lube  
4 location?

5 A. Yes.

6 Q. When was the last time that you went to  
7 the Thunder Lube location?

8 A. A few years ago.

9 Q. And getting back to Dror Hershowitz, he  
10 ran the entire Thunder Lube operation?

11 A. Yes.

12 Q. Did that include Hollywood Car Wash as  
13 well?

14 A. Yes.

15 Q. And under him, were there assistant  
16 managers under him?

17 A. I don't know.

18 Q. How about Abko Associates, you said you  
19 know about Abko Associates?

20 A. About what?

21 Q. Do you know the company that they call  
22 Abko Associates?

23 A. Yes.

24 Q. And are you an owner of that company?

25 A. Yes.

1 HAGAY KEREN

2 Q. And the company that I'm referring to is  
3 one of the defendants in this case; is that  
4 correct?

5 A. I have no idea.

6 Q. The one I'm referring to is Abko  
7 Associates, in the complaint, Abko Associates,  
8 Inc. When did you acquire ownership in Abko  
9 Associates?

10 A. I don't remember.

11 Q. More than five years?

12 A. Maybe.

13 Q. Do you know how long the company has  
14 been in business, Abko Associates?

15 A. No.

16 Q. What percentage of Abko Associates do  
17 you own?

18 A. 27 and a half.

19 Q. Who owns the rest?

20 A. Shlomo Avital, Dror Hershowitz and  
21 Steven Bernard.

22 Q. Is there any difference between Abko  
23 Associates and Thunder Lube?

24 A. As far as?

25 Q. The operations?

1 HAGAY KEREN

2 A. I have no idea.

3 Q. Where is Abko Associates located, the  
4 business?

5 A. 488 Coney Island Avenue.

6 Q. And is that the same address for Thunder  
7 Lube?

8 A. I have no idea.

9 Q. What type of business did Thunder Lube  
10 engage in?

11 A. Changing oil.

12 Q. And what type of business does Abko  
13 Associates engage in?

14 A. Car wash.

15 Q. Is there a difference between Abko  
16 Associates and Hollywood Car Wash?

17 A. I don't think so.

18 Q. Is it fair to say that you have been in  
19 the lube and car wash business for over 30  
20 years?

21 A. Yes.

22 Q. And was there anything that drove you to  
23 the business initially? How did you come to  
24 get involved with the car wash business?

25 A. I was working night shift in a car wash

1 HAGAY KEREN

2 as a student.

3 Q. Here in America?

4 A. Yes.

5 Q. You said you were a student also here in  
6 America?

7 A. Yes.

8 Q. Where were you a student?

9 A. I started at New York Tech.

10 Q. And which car wash were you working in?

11 A. High Tech Car Wash in Mineola.

12 Q. Is that the one that you eventually  
13 owned or no?

14 A. No.

15 Q. So when you worked in the High Tech Car  
16 Wash in Mineola, did it also have a lube  
17 associated with it, a lube shop?

18 A. No.

19 Q. What did you do in the car wash in  
20 Mineola?

21 A. Managing.

22 Q. You were a manager?

23 A. Yes.

24 Q. Now, when you owned Manhattan Bridge Car  
25 Wash, you said that had a lube shop associated

1 HAGAY KEREN

2 with it, right?

3 A. Yes.

4 Q. What type of services did the lube shop  
5 provide to the public?

6 A. Oil change.

7 Q. And when you say "oil change," somebody  
8 can take their car in and get an oil change?

9 A. Yes.

10 Q. And what did you do with the oil when  
11 you take it out, the old oil?

12 A. I don't know what they do with it  
13 exactly -- the used oil, you mean?

14 Q. Yes.

15 A. I don't know.

16 Q. Do you charge people to dispose of the  
17 old oil?

18 A. I don't think so; I don't know.

19 Q. Now Thunder Lube offered the same type  
20 of oil change services like Manhattan Bridge  
21 Car Wash?

22 A. I would assume.

23 Q. And like Manhattan Bridge, you can take  
24 your car into Thunder Lube and they will change  
25 your oil?



1 HAGAY KEREN

2 A. If you can take it in?

3 Q. No. I said like Manhattan Bridge, the  
4 lube shop there, you can also take your car  
5 into Thunder Lube and the people at Thunder  
6 Lube will change the oil?

7 MR. HARTHEIMER: Objection.

8 That's a compound question; is that  
9 right? Can you ask that question again.

10 Q. At Thunder Lube, what type of services  
11 did they offer to the public?

12 A. Oil change.

13 Q. So at Thunder Lube, you can take your  
14 car in to change your oil?

15 A. Yes, correct.

16 Q. What is the process of oil change?  
17 Let's say I bring my car into the shop,  
18 somebody greets me first, takes my car; explain  
19 that process to me.

20 MR. HARTHEIMER: That's a  
21 compound question.

22 Q. Do you understand the question?

23 A. No.

24 Q. Explain the process by which an oil  
25 change is done at Thunder Lube?

1 HAGAY KEREN

2 A. I don't know the process.

3 Q. Other than Dror Hershowitz, do you know  
4 any of the managers at Thunder Lube?

5 A. There is a guy named Ceela (phonetic).  
6 I think there is a guy named Ceela who is  
7 working with Hershowitz.

8 Q. Ceela?

9 A. Ceela.

10 MR. HARTHEIMER: I just want to  
11 say something to my client. If you  
12 don't know the answer to a question,  
13 just say you don't know. You should not  
14 be guessing.

15 THE WITNESS: Okay, it's a  
16 guess.

17 Q. Is Thunder Lube still in operation?

18 A. I have to check it.

19 Q. Do you attend meetings with your shared  
20 partners concerning the business of Thunder  
21 Lube?

22 A. No.

23 Q. When was the last time you got any money  
24 from the Thunder Lube business?

25 A. Every week.

1 HAGAY KEREN

2 Q. And how do you get your money?

3 A. With a check.

4 Q. And who writes the check?

5 A. A check company.

6 Q. Who signs it?

7 A. Shlomo Avital.

8 Q. What is his title in the Thunder Lube  
9 business?

10 A. I have no idea.

11 Q. And how do they determine how much money  
12 you are entitled to?

13 A. Dror does it.

14 Q. Dror Hershowitz?

15 A. Yes.

16 Q. And Thunder Lube, do they sell car  
17 accessories like windshield wipers, oil  
18 filters?

19 A. I don't know.

20 Q. At Manhattan Bridge Car Wash, did you  
21 sell any car accessories in the lube operation  
22 such as windshield wipers, oil filters?

23 A. In the store?

24 Q. Did you?

25 A. Yes.

1 HAGAY KEREN

2 Q. So do you know if you sold it at  
3 Manhattan Car Wash in the lube operation?

4 A. Not in the lube operation, it was a  
5 store separate from both of them.

6 Q. In Manhattan Bridge Car Wash, did you  
7 have people called oil change technicians who  
8 would actually change the oil when people came  
9 in?

10 A. Can you repeat the question?

11 Q. In the Manhattan Bridge, in the lube  
12 operation, did you have people who would do the  
13 oil changes when the people came in?

14 A. Yes.

15 Q. How many employees?

16 A. I don't remember.

17 Q. When a customer comes in for an oil  
18 change, would the technician also sell them  
19 other products such as windshield wipers, oil  
20 filters?

21 A. Possibly.

22 Q. Now the employees -- did you have at  
23 Manhattan Bridge Car Wash, a list of items and  
24 the prices that customers were charged for  
25 things like windshield wipers, oil filters and

1 HAGAY KEREN

2 so on?

3 A. Yes.

4 Q. And that was in the computer?

5 A. Yes.

6 Q. And do you keep track of which employees  
7 sold which items, such as windshield wipers,  
8 oil fitters, other types of accessories?

9 A. The office used to do it, yes.

10 Q. And did they keep track in an employee  
11 code?

12 A. I have no idea.

13 Q. Now at Thunder Lube, did you have a list  
14 of items and prices such as oil filters,  
15 windshield wipers and the prices for them?

16 A. I assume.

17 Q. And they also have a computer system at  
18 Thunder Lube?

19 A. I assume.

20 Q. When was the last time that you were  
21 physically at Thunder Lube?

22 A. A few years ago.

23 Q. What year?

24 A. At least three years ago.

25 Q. And how about Abko Associates?

1 HAGAY KEREN

2 A. About a year ago.

3 Q. And when you went to Thunder Lube three  
4 years ago, what location did you go to?

5 A. Next to the car wash.

6 Q. Next to Hollywood Car Wash. And when  
7 you went to Abko Associates, what address did  
8 you go to?

9 A. 488 Coney Island Avenue.

10 Q. That's the same address as Hollywood Car  
11 Wash?

12 A. Yes.

13 Q. When was the last time you reviewed the  
14 books, the financials, of Thunder Lube?

15 A. I never did.

16 Q. When was the last time you reviewed the  
17 financials of Abko Associates?

18 A. I never did.

19 Q. Who is in charge of reviewing the  
20 financials for Thunder Lube?

21 A. Dror Hershowitz.

22 Q. So last week, you received a draw, a  
23 commission of your share of the profits from  
24 Thunder Lube?

25 A. Yes, not share, of profit. It's a

1 HAGAY KEREN

2 salary.

3 Q. So you are an employee of Thunder Lube?

4 A. No.

5 Q. How much was the salary?

6 A. \$2,000, about \$2,000.

7 Q. Did they take out taxes from that, like  
8 payroll taxes?

9 A. Yes.

10 Q. And Abko Associates, you get a check  
11 from that too?

12 A. Yes.

13 Q. How much was that check?

14 A. About \$2,000.

15 Q. Do they take out payroll taxes from that  
16 check?

17 A. Yes.

18 Q. Did they give you a pay stub showing the  
19 deductions?

20 A. Yes.

21 Q. Thunder Lube, does it have any bylaws,  
22 like rules for the governance of the company?

23 A. Not that I am aware of.

24 Q. Have you had any type of shareholder  
25 meetings with Thunder Lube?

1 HAGAY KEREN

2 A. Never.

3 Q. And who holds the title Chief Executive  
4 Officer of Thunder Lube, if there is such a  
5 position there?

6 A. One of the other partners.

7 Q. Steven Bernard, does he actively  
8 participate in the Thunder Lube operation?

9 A. No, I don't think so.

10 Q. Shlomo Avital, does he actively  
11 participate?

12 A. I have no idea.

13 Q. So at the end of the year, you usually  
14 get a W-2 from Thunder Lube?

15 A. Yes.

16 Q. And you get a W-2 from Abko Associates?

17 A. Yes.

18 Q. And you also get a W-2 from Hollywood  
19 Car Wash?

20 A. It's the same thing.

21 Q. So Hollywood Car Wash is the same as  
22 Abko Associates?

23 A. I think so, yes.

24 Q. How about Steven Bernard, does he get a  
25 payroll check too from Thunder Lube?



1 HAGAY KEREN

2 A. I think so.

3 Q. How about Shlomo Avital, does he get a  
4 payroll check also?

5 A. I think so.

6 Q. Do you know someone by the name of Moran  
7 Hershowitz?

8 A. Yes.

9 Q. Who is that person?

10 A. Dror's wife.

11 Q. And how long have you known her?

12 A. I don't remember.

13 Q. More than then years?

14 A. I don't know.

15 Q. Have you known her as long as you have  
16 known Dror?

17 A. No.

18 Q. Have you known her more than five years?

19 A. I cannot recall.

20 Q. When was the last time you spoke with  
21 Moran Hershowitz?

22 A. I would say a month ago.

23 Q. And what did you speak about?

24 A. If I received my check.

25 Q. So she is in charge of sending out

1 HAGAY KEREN

2 checks?

3 A. Yes.

4 Q. Where does she work; where is her office  
5 located?

6 A. 488 Coney Island Avenue.

7 Q. And how many other people work there at  
8 488 Coney Island Avenue?

9 A. I think there is another one.

10 Q. Is there someone by the named of Jessica  
11 Benjamin?

12 A. I know Jessica, but not Benjamin.

13 Q. So there is another person called  
14 Jessica who works in the office with Moran  
15 Hershowitz?

16 A. Yes.

17 Q. Do you know if Dror Hershowitz has any  
18 kids?

19 A. Yes.

20 Q. How many kids?

21 A. I stopped counting after two.

22 Q. So you think they have more than two  
23 kids?

24 A. I would say so.

25 Q. Do any of them work there in the car

1 HAGAY KEREN

2 wash?

3 A. Excuse me?

4 Q. Do any of them work in the business?

5 A. No.

6 Q. How old is Dror Hershowitz?

7 A. I don't know exactly.

8 Q. Is he in his 40s?

9 A. He might be.

10 Q. And Moran Hershowitz, around the same  
11 age?

12 A. Possibly.

13 Q. Do you know Elan Coulibili?

14 A. Who?

15 Q. Coulibili, C-O-U-L-I-B-I-L-I?

16 A. No.

17 Q. Elan Coulibili?

18 A. No.

19 Q. Do you know a person by the name of  
20 Malik Diallo (phonetic)?

21 A. It sounds familiar.

22 Q. Do you know a person by the name of  
23 Louis Lopez (phonetic)?

24 A. No.

25 Q. Do you know a person by the name of

1 HAGAY KEREN

2 Mohammed Ekbar (phonetic)?

3 A. No.

4 Q. Do you know a person by the name of  
5 Nicky Eemma (phonetic)?

6 A. No.

7 Q. Nicky Eema?

8 A. No.

9 Q. Do you know a person by the name of  
10 Carlos Palasios (phonetic)?

11 A. No.

12 Q. Do you know a person by the name of  
13 Momtaz Korishi (phonetic)?

14 A. No.

15 Q. Do you know a person by the name of Jose  
16 Alberto Reyes (phonetic)?

17 A. No.

18 Q. Do you know a person by the name of  
19 Secuba (phonetic)?

20 A. No.

21 Q. Do you know a person by the name of  
22 Farhad Yaseen (phonetic)?

23 A. No.

24 Q. Do you know a person by the name of --  
25 okay, so let me -- do you know someone by the

1 HAGAY KEREN

2 name of Ravish Hershowitz (phonetic)?

3 A. No.

4 Q. Do you know someone by the name of Bella  
5 Hershowitz?

6 A. No.

7 Q. Do you know Miriam Hershowitz?

8 A. No.

9 Q. Joseph Hershowitz?

10 A. No.

11 Q. Israel Dramie (phonetic); do you know  
12 that person?

13 A. No.

14 Q. When you were a manger for the car wash  
15 that you worked at, did you have any type of  
16 computer systems that they used?

17 A. In what year?

18 Q. The High Tech Car Wash in Mineola that  
19 you were a manager at?

20 A. It was some sort of computer for the  
21 wash.

22 Q. At Manhattan Bridge Car Wash, did the  
23 lube technicians get commission payments?

24 A. Can you repeat the question?

25 Q. At Manhattan Bridge Car Wash, did any of

1 HAGAY KEREN

2 the technicians get commission payments for  
3 selling things like windshield wipers, oil  
4 filters, and so on.

5 A. It's possible.

6 Q. At Thunder Lube, did any of the  
7 technicians get commission payments for selling  
8 things like windshield wipers, oil filters, and  
9 so on?

10 A. I have no idea.

11 Q. Is there any reason why you think it may  
12 have been possible at Manhattan Bridge, but you  
13 don't know at Thunder Lube?

14 A. Correct.

15 Q. No, I'm saying is there any reason?

16 MR. HARTHEIMER: Can you please  
17 ask that question again?

18 Q. Is there any reason why you think it may  
19 have been possible for commission payments at  
20 Manhattan Bridge Car Wash, but you don't have  
21 any idea of commission payments at Thunder  
22 Lube?

23 A. Correct.

24 Q. Did you ever discuss -- when was the  
25 first time you found out about this lawsuit?

1 HAGAY KEREN

2 A. A few months ago.

3 Q. How did you hear about this lawsuit?

4 A. Hershowitz told me, Dror.

5 Q. What did he tell you about the lawsuit?

6 A. He said there is a lawsuit.

7 Q. Anything else?

8 A. No.

9 Q. How did he tell you; by phone, in  
10 person?

11 A. Phone.

12 Q. What is your phone number?

13 A. .

14 Q. That's the phone number he called you  
15 at?

16 A. Yes.

17 Q. What number did he call you from?

18 A. I don't know from what he called, but I  
19 know his number.

20 Q. Can you check it for me?

21 A. (Complies).

22 MR. HARTHEIMER: I would ask if  
23 this transcript is going to be put on  
24 the docket, that the phone numbers be  
25 redacted.

1 HAGAY KEREN

2 MR. HASSAN: I have no  
3 objection.

4 A. .

5 Q. When was the last time you spoke with  
6 Dror Hershowitz?

7 A. Yesterday.

8 Q. What did you talk about?

9 A. About the fact that I'm coming in today.

10 Q. How long was the conversation yesterday?

11 A. Five minutes.

12 Q. What did you discuss, specifically,  
13 during those five minutes?

14 A. He said, "Don't forget to show up."

15 Q. And it took five minutes?

16 A. That's the most.

17 Q. That's all he said in five minutes?

18 A. That's it; that's all he had to say.

19 Q. Did Steven Bernard -- when was the last  
20 time you spoke with Steven Bernard?

21 A. A while ago.

22 Q. How long ago?

23 A. Three years ago.

24 Q. Did Dror Hershowitz tell you that you  
25 were a defendant in this case?



1 HAGAY KEREN

2 A. He told me that I'm a witness, so that's  
3 why I'm here.

4 Q. Do you know in this case, the plaintiff  
5 is claiming that he was paid commissions by the  
6 defendants?

7 A. Okay.

8 Q. Do you know that, yes or no?

9 A. You are telling me now.

10 MR. HARTHEIMER: Did you know  
11 that before the deposition today?

12 THE WITNESS: No. I know that  
13 there is something per labor issues.

14 Q. Steven Bernard, did you ever discuss  
15 this case with Mr. Steven Bernard?

16 A. No.

17 Q. Did you ever discuss this case with  
18 Shlomo Avital?

19 A. No.

20 Q. Did you ever discuss this case with  
21 anyone else that works at Thunder Lube?

22 A. No.

23 Q. Did you ever discuss this case with  
24 anyone that works at Abko Associates?

25 A. No, except Dror Hershowitz.

1 HAGAY KEREN

2 Q. And you said you spoke with him on  
3 October 14th?

4 A. Yesterday.

5 Q. You mentioned October 14th, who was  
6 that?

7 A. Shlomo Avital.

8 Q. When you spoke with him on October 14th  
9 of this year, what were you talking about?

10 A. He was attending the wedding of my kid.

11 Q. Talking about weddings, is this a  
12 picture of Ms. Moran Hershowitz (handing)?

13 MR. HARTHEIMER: Can I have a  
14 minute to read this please?

15 MR. HASSAN: Sure. Can I please  
16 have this marked?

17 (Whereupon, a photocopied  
18 newspaper article was marked as  
19 Plaintiff's Exhibit 1, for  
20 identification, as of this date.)

21 Q. I will show you what has been marked for  
22 identification as Plaintiff's Exhibit 1; is  
23 that Ms. Moran Hershowitz?

24 A. Yes.

25 MR. HASSAN: I have no further

1 HAGAY KEREN  
2 questions for this witness at this time.  
3 Thank you.

4 MR. HARTHEIMER: Thank you. I  
5 have no questions -- did you put this  
6 into evidence or did you just mark this  
7 into evidence (indicating).

8 MR. HASSAN: Well, I asked if he  
9 recognized that as Ms. Moran Hershowitz;  
10 it will be attached to the transcript.

11 MR. HARTHEIMER: Just for the  
12 record, I'm objecting to that record as  
13 no proper foundation.

14  
15  
16  
17 (Continued on the next page  
18 to accommodate the jurat.)  
19  
20  
21  
22  
23  
24  
25

1 HAGAY KEREN

2 MR. HASSAN: Okay, your  
3 objection is noted.

4 MR. HARTHEIMER: Thank you.

5 MR. HASSAN: This concludes the  
6 deposition of Mr. Hagay Keren. It is  
7 now 2:13 p.m. on Thursday, December 7,  
8 2017.

9 (Time Noted: 2:13 p.m.)

10

11

12

\_\_\_\_\_  
HAGAY KEREN

13

14 Subscribed and sworn to before me  
15 this \_\_\_\_ day of \_\_\_\_\_, 2017.

16

\_\_\_\_\_  
17 Notary Public

18

19

20

21

22

23

24

25

## 1 I N D E X

2

3 WITNESS EXAMINATION BY PAGE

4 Hagay Keren Mr. Hassan 6

5

## 6 E X H I B I T S

7

8 PLAINTIFF'S DESCRIPTION PAGE

9 1 Newspaper article, 55

10 photocopy

11

## 12 R U L I N G S

13

14 PAGE LINE QUESTIONING ATTORNEY

15 10 11 Mr. Hassan

16

17

18

19

20

21

22

23

24

25

## 1 C E R T I F I C A T E

2  
3 I, TERAZA CONWAY, hereby certify that  
4 the Examination Before Trial of HAGAY KEREN was  
5 held before me on the 7th day of December,  
6 2017; that said witness was duly sworn before  
7 the commencement of his testimony; that the  
8 testimony was taken stenographically by myself  
9 and then transcribed by myself; that the party  
10 was represented by counsel as appears herein;

11 That the within transcript is a true  
12 record of the Examination Before Trial of said  
13 witness;

14 That I am not connected by blood or  
15 marriage with any of the parties; that I am not  
16 interested directly or indirectly in the  
17 outcome of this matter; that I am not in the  
18 employ of any of the counsel.

19 IN WITNESS WHEREOF, I have hereunto set  
20 my hand this 16th day of December, 2017.

21 *Teraza Conway*  
22 \_\_\_\_\_

23 TERAZA CONWAY  
24  
25



## 1 ERRATA SHEET

2 AMERICAN STENOGRAPHIC, LLC

3 CASE NAME: BAKARY TOURE v. THUNDER LUBE INC.,

4 ABKO ASSOCIATES INC., and HAGAY KEREN

5

6 DATE OF DEPOSITION: December 7, 2017

7 WITNESS'S NAME: HAGAY KEREN

8 PAGE LINE (S) CHANGE REASON

9 \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

10 \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

11 \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

12 \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

13 \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

14 \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

15 \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

16 \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

17 \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

18 \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

19 \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

20 \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

21 \_\_\_\_\_  
HAGAY KEREN

22 SUBSCRIBED AND SWORN TO BEFORE ME

23 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

24 \_\_\_\_\_

25 (NOTARY PUBLIC) MY COMMISSION EXPIRES:

<p><b>A</b></p> <p><b>A-K-K-O</b> 11:13</p> <p><b>A-V-I-T-A-L</b> 17:7</p> <p><b>Abdul</b> 2:3,5 4:18</p> <p><b>Abko</b> 1:9 4:8 29:22 33:18,19,22 34:6,7 34:8,14,16,22 35:3 35:12,15 42:25 43:7 43:17 44:10 45:16 45:22 54:24 60:4</p> <p><b>accessories</b> 40:17,21 42:8</p> <p><b>accident</b> 9:7</p> <p><b>accommodate</b> 5:10 56:18</p> <p><b>accurately</b> 10:2</p> <p><b>acquire</b> 34:8</p> <p><b>Action</b> 1:6 4:14</p> <p><b>actively</b> 45:7,10</p> <p><b>addition</b> 24:17</p> <p><b>address</b> 7:4 31:16 32:10,15 35:6 43:7 43:10</p> <p><b>administer</b> 3:15</p> <p><b>afternoon</b> 4:25</p> <p><b>against-</b> 1:6</p> <p><b>age</b> 48:11</p> <p><b>ago</b> 8:24 17:10 22:22 22:24 28:23,23 33:8 42:22,24 43:2,4 46:22 52:2 53:21,22 53:23</p> <p><b>AGREED</b> 3:3,8,12</p> <p><b>Akko</b> 11:13</p> <p><b>Alberto</b> 49:16</p> <p><b>alcohol</b> 9:21</p> <p><b>Alex</b> 22:3,7</p> <p><b>allow</b> 7:12 8:4</p> <p><b>Amboy</b> 26:13,14 27:11,22 28:7</p> <p><b>America</b> 36:3,6</p> <p><b>American</b> 1:14,20 4:17 60:2</p> <p><b>answer</b> 7:12,14 8:6 10:14,18 19:18 32:5 39:12</p> <p><b>answered</b> 13:13</p>	<p>18:18</p> <p><b>anybody</b> 19:20</p> <p><b>appear</b> 6:8</p> <p><b>appears</b> 59:10</p> <p><b>approximately</b> 4:23 32:13</p> <p><b>area</b> 11:20</p> <p><b>army</b> 11:25 12:2,4,6 12:10,12</p> <p><b>article</b> 55:18 58:9</p> <p><b>asked</b> 8:10 18:17 56:8</p> <p><b>asking</b> 7:10 32:9</p> <p><b>assistant</b> 33:15</p> <p><b>associated</b> 20:23 24:22,25 36:17,25</p> <p><b>Associates</b> 1:9 4:9 29:22 33:18,19,22 34:7,7,9,14,16,23 35:3,13,16 42:25 43:7,17 44:10 45:16 45:22 54:24 60:4</p> <p><b>assume</b> 37:22 42:16 42:19</p> <p><b>attached</b> 16:5 56:10</p> <p><b>attend</b> 10:24 11:2 12:13,23 13:15 39:19</p> <p><b>attending</b> 55:10</p> <p><b>attorney</b> 3:18 8:9 10:8,11 32:2 58:14</p> <p><b>attorney/client</b> 10:17 32:4</p> <p><b>attorneys</b> 2:3,9 3:4</p> <p><b>authorized</b> 3:14</p> <p><b>available</b> 5:11</p> <p><b>Avenue</b> 2:4,9 7:6 16:3 31:12,17 32:16 35:5 43:9 47:6,8</p> <p><b>Avital</b> 17:7,11 18:3 25:17 27:5 30:10,14 30:19 34:20 40:7 45:10 46:3 54:18 55:7</p> <p><b>aware</b> 44:23</p> <p><b>B</b></p>	<p><b>B</b> 58:6</p> <p><b>B-E-R-N-A-R-D</b> 16:16</p> <p><b>back</b> 32:12 33:9</p> <p><b>background</b> 10:23</p> <p><b>Bakary</b> 1:4 4:8,19 60:3</p> <p><b>Bedford</b> 26:7,10,20</p> <p><b>began</b> 19:5</p> <p><b>behalf</b> 7:11</p> <p><b>Bella</b> 50:4</p> <p><b>Benjamin</b> 47:11,12</p> <p><b>Bernard</b> 16:14 17:9 18:3 24:12 25:17 27:3 30:19 34:21 45:7,24 53:19,20 54:14,15</p> <p><b>birth</b> 11:14</p> <p><b>blood</b> 59:14</p> <p><b>books</b> 43:14</p> <p><b>bought</b> 15:20 16:2</p> <p><b>Boulevard</b> 1:15,20</p> <p><b>break</b> 8:3,6 31:24 32:12</p> <p><b>breakdown</b> 16:22 18:14</p> <p><b>Bridge</b> 19:10,12,14 19:22,24 20:4,19,22 21:2,9,13,15,20,23 22:11 24:16 26:3 28:11,14,25 36:24 37:20,23 38:3 40:20 41:6,11,23 50:22,25 51:12,20</p> <p><b>brief</b> 32:11</p> <p><b>bring</b> 38:17</p> <p><b>business</b> 16:24 17:19 34:14 35:4,9,12,19 35:23,24 39:20,24 40:9 48:4</p> <p><b>bylaws</b> 44:21</p> <p><b>C</b></p> <p><b>C</b> 2:1 59:1,1</p> <p><b>C-O-U-L-I-B-I-L-I</b> 48:15</p> <p><b>call</b> 33:21 52:17</p>	<p><b>called</b> 41:7 47:13 52:14,18</p> <p><b>calls</b> 5:14 10:16 32:4</p> <p><b>camera</b> 4:3</p> <p><b>car</b> 9:7 15:12,13,15 15:16,19,23,25 16:4 16:9,13 17:18 18:23 19:7,10,12,15,22,25 20:4,19,19,22,23 21:2,9,13,16,21,23 22:9,10,11,14,17,18 23:17 24:13,14,16 24:16,20,21,22,24 24:25 25:3,8,20 26:2,3,3,4,7,14,17 26:18,20 27:11 28:7 28:11,13,14,18,21 28:25 29:8,18 31:13 31:14 32:14,18 33:12 35:14,16,19 35:24,25 36:10,11 36:15,19,24 37:8,21 37:24 38:4,14,17,18 40:16,20,21 41:3,6 41:23 43:5,6,10 45:19,21 47:25 50:14,18,22,25 51:20</p> <p><b>Carlos</b> 49:10</p> <p><b>cars</b> 16:10</p> <p><b>case</b> 4:7 9:5,8,13 19:11 29:22 34:3 53:25 54:4,15,17,20 54:23 60:3</p> <p><b>Ceela</b> 39:5,6,8,9</p> <p><b>certain</b> 7:9 8:11</p> <p><b>certification</b> 3:6</p> <p><b>certify</b> 59:3</p> <p><b>change</b> 16:5,8,10 18:20 25:5 37:6,7,8 37:20,24 38:6,12,14 38:16,25 41:7,8,18 60:8</p> <p><b>changes</b> 41:13</p> <p><b>Changing</b> 35:11</p> <p><b>charge</b> 3:18 37:16 43:19 46:25</p>
--	--	---	---



<b>charged</b> 41:24 <b>check</b> 39:18 40:3,4,5 44:10,13,16 45:25 46:4,24 52:20 <b>checks</b> 47:2 <b>Chief</b> 45:3 <b>children</b> 14:22,24 <b>circumstances</b> 12:9 14:8 <b>city</b> 11:11 <b>Civil</b> 1:6 4:13 <b>claiming</b> 54:5 <b>clarified</b> 7:22 8:2 <b>clear</b> 7:18 <b>client</b> 10:18 31:20 32:5 39:11 <b>close</b> 6:2 16:8 31:12 <b>closed</b> 14:11 28:9 <b>code</b> 42:11 <b>come</b> 14:17 18:10 19:4 29:24 35:23 <b>comes</b> 41:17 <b>coming</b> 53:9 <b>commencement</b> 59:7 <b>commission</b> 43:23 50:23 51:2,7,19,21 60:25 <b>commissions</b> 54:5 <b>company</b> 13:24 14:11 18:2 20:12,14,15,17 25:25 33:21,24 34:2 34:13 40:5 44:22 <b>competence</b> 9:16 <b>complaint</b> 34:7 <b>completely</b> 8:16 10:2 <b>Complies</b> 52:21 <b>compound</b> 38:8,21 <b>computer</b> 42:4,17 50:16,20 <b>concerning</b> 21:18 39:20 <b>concludes</b> 57:5 <b>conducted</b> 4:15 <b>Coney</b> 16:3 31:12,16 32:16 35:5 43:9 47:6,8 <b>connected</b> 59:14	<b>consumed</b> 9:21 <b>continue</b> 28:14 <b>Continued</b> 56:17 <b>continues</b> 28:6 <b>conversation</b> 53:10 <b>Conway</b> 4:16 59:3,23 <b>copy</b> 3:17 <b>corporate</b> 29:21 <b>corporation</b> 23:8 28:3 <b>correct</b> 15:24 18:6,24 28:12 29:2 31:15 34:4 38:15 51:14,23 <b>Coulibili</b> 48:13,15,17 <b>counsel</b> 4:20 8:7 59:10,18 <b>Counsel's</b> 6:13 <b>counsels</b> 4:18 <b>counting</b> 47:21 <b>court</b> 1:1 3:17 4:4,10 4:16 7:14,17 <b>currently</b> 4:9 17:23 17:25 18:15 <b>customer</b> 41:17 <b>customers</b> 41:24	<b>Department</b> 21:8,12 21:17 <b>deponent</b> 4:20 <b>deposition</b> 3:13 4:6 4:14 5:6 6:2,6,18 7:9 8:18,22 9:3 10:5 10:9,12 31:25 54:11 57:6 60:6 <b>DESCRIPTION</b> 58:8 <b>determine</b> 40:11 <b>Diallo</b> 48:20 <b>DiCosta</b> 27:19 28:5,6 <b>difference</b> 34:22 35:15 <b>difficult</b> 5:12 7:14 <b>directly</b> 59:16 <b>disagree</b> 6:12 <b>discharged</b> 12:8 <b>discovery</b> 6:3,5,11 <b>discuss</b> 31:24 51:24 53:12 54:14,17,20 54:23 <b>dispose</b> 37:16 <b>District</b> 1:1,2 4:10,11 4:12 <b>docket</b> 52:24 <b>documentary</b> 6:5,11 <b>documents</b> 5:21 10:4 <b>Dora</b> 4:12 <b>Dramie</b> 50:11 <b>draw</b> 43:22 <b>Dror</b> 18:3,8,13 19:4 27:9 28:9 30:10,12 30:19,21 31:3 33:9 34:20 39:3 40:13,14 43:21 46:16 47:17 48:6 52:4 53:6,24 54:25 <b>Dror's</b> 46:10 <b>drove</b> 35:22 <b>duly</b> 6:21 59:6 <b>duty</b> 8:15	<b>early</b> 25:11,12 26:24 <b>Eastern</b> 1:2 4:11 <b>educational</b> 10:23 <b>Eema</b> 49:7 <b>Emma</b> 49:5 <b>effect</b> 3:16 <b>Ekbarr</b> 49:2 <b>Elan</b> 48:13,17 <b>electric</b> 11:21 <b>Electrical</b> 12:5 <b>employ</b> 59:18 <b>employed</b> 15:3,7,9,11 <b>employee</b> 42:10 44:3 <b>employees</b> 41:15,22 42:6 <b>engage</b> 35:10,13 <b>Engineer</b> 14:7 <b>entire</b> 33:10 <b>entitled</b> 40:12 <b>envelopes</b> 32:16 <b>ERRATA</b> 60:1 <b>ESQ</b> 2:5,11 <b>eventually</b> 36:12 <b>evidence</b> 56:6,7 <b>exact</b> 23:10 31:11 <b>exactly</b> 22:21 37:13 48:7 <b>examination</b> 1:12 3:17 6:24 58:3 59:4 59:12 <b>examined</b> 6:22 <b>Excuse</b> 48:3 <b>Executive</b> 45:3 <b>Exhibit</b> 55:19,22 <b>existing</b> 30:25 <b>expect</b> 5:23 <b>EXPIRES</b> 60:25 <b>explain</b> 38:18,24
	<hr/> <b>D</b> <hr/> <b>D</b> 58:1 <b>D-R-O-R</b> 18:4 <b>date</b> 11:14 55:20 60:6 <b>Dave</b> 5:2 <b>David</b> 2:11 4:21 <b>day</b> 57:15 59:5,20 60:23 <b>December</b> 1:16 4:22 5:7 32:13 57:7 59:5 59:20 60:6 <b>declined</b> 6:7 <b>deductions</b> 44:19 <b>defendant</b> 1:12 4:7 9:10 53:25 <b>defendants</b> 1:10 2:9 5:3,20 29:21 34:3 54:6 <b>defense</b> 4:20 13:23 <b>degree</b> 13:2 <b>delivered</b> 5:21	<hr/> <b>E</b> <hr/> <b>E</b> 2:1,1 6:20,20 58:1 58:6 59:1,1 <b>e-mails</b> 5:13	<hr/> <b>F</b> <hr/> <b>F</b> 59:1 <b>facility</b> 31:5 <b>fact</b> 6:2 53:9 <b>facts</b> 6:13 <b>fair</b> 35:18 <b>familiar</b> 48:21 <b>far</b> 34:24

<b>Farhad</b> 49:22 <b>Fax-718-291-6603</b> 1:22 <b>filing</b> 3:5 <b>filters</b> 40:18,22 41:20 41:25 42:14 51:4,8 <b>financials</b> 43:14,17 43:20 <b>finish</b> 7:13 8:5,5 11:16 <b>finished</b> 12:11 <b>fired</b> 14:9 <b>first</b> 6:21 7:10 15:11 38:18 51:25 <b>fitters</b> 42:8 <b>five</b> 8:24 22:22 29:14 30:24 31:2 34:11 46:18 53:11,13,15 53:17 <b>Floor</b> 2:9 <b>focus</b> 11:19 <b>follows</b> 6:23 <b>force</b> 3:15 <b>forget</b> 53:14 <b>form</b> 3:9 8:8 20:8 <b>found</b> 51:25 <b>foundation</b> 56:13 <b>four</b> 18:22 <b>furnished</b> 3:18 <b>further</b> 3:8,12 55:25 <b>future</b> 5:23	<b>Grumman</b> 14:4,9,13 14:15 <b>guess</b> 19:19 39:16 <b>guessing</b> 39:14 <b>guy</b> 39:5,6	<b>Hershowitz</b> 18:4,5,8 18:13 19:5 27:9 28:10 30:10,11,20 30:21 31:3 33:9 34:20 39:3,7 40:14 43:21 46:7,21 47:15 47:17 48:6,10 50:2 50:5,7,9 52:4 53:6 53:24 54:25 55:12 55:23 56:9 <b>high</b> 10:24 11:2,4,6,8 11:11,16,17,22 24:20,24 25:7,20 26:2,7 36:11,15 50:18 <b>higher</b> 11:24 12:13 13:15,16 <b>Hillside</b> 2:4 <b>hold</b> 14:6 <b>holds</b> 45:3 <b>Hollywood</b> 15:16,17 15:19,23 16:4,9,13 17:18 18:23 19:7 20:19 22:10 24:14 24:17 26:18 28:17 28:21 29:8,18 31:14 32:14,18 33:12 35:16 43:6,10 45:18 45:21 <b>honestly</b> 8:16 <b>honorably</b> 12:8 <b>hours</b> 9:22	<b>institution</b> 11:24 12:13 13:16 <b>interested</b> 59:16 <b>interpretation</b> 6:14 <b>interrogatory</b> 5:21 <b>investigation</b> 21:8,12 <b>involved</b> 35:24 <b>Irizarry</b> 4:12 <b>Island</b> 16:3 31:12,17 32:16 35:5 43:9 47:6,8 <b>Israel</b> 11:3,11 12:16 50:11 <b>issues</b> 54:13 <b>items</b> 41:23 42:7,14
<b>G</b> 6:20 58:12 <b>G-R-U-M-A-N</b> 13:22 <b>getting</b> 33:9 <b>give</b> 44:18 <b>go</b> 11:23 26:9 43:4,8 <b>going</b> 10:17 52:23 <b>Good</b> 4:25 <b>governance</b> 44:22 <b>graduate</b> 11:8 <b>graduated</b> 11:17,22 12:25 <b>greet</b> 38:18 <b>GROUP</b> 2:3 <b>Gruman</b> 13:22	<b>H</b> <b>H</b> 2:11 6:20 58:6 <b>H-E-R-S-H-O-W-I...</b> 18:6 <b>Hagay</b> 1:9,13 4:7,9 5:1 6:1 7:1,3 8:1 9:1 10:1 11:1 12:1 13:1 14:1 15:1 16:1 17:1 18:1 19:1 20:1 21:1 22:1 23:1 24:1 25:1 26:1 27:1 28:1 29:1 30:1 31:1 32:1 33:1 34:1 35:1 36:1 37:1 38:1 39:1 40:1 41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1 49:1 50:1 51:1 52:1 53:1 54:1 55:1 56:1 57:1 57:6,12 58:4 59:4 60:4,7,21 <b>half</b> 17:24 30:8 34:18 <b>hand</b> 59:20 <b>handicaps</b> 9:25 <b>handing</b> 55:12 <b>happened</b> 14:15 20:9 <b>Hartheimer</b> 2:8,11 4:21,25 5:2 10:13 10:16,22 18:17 19:17 31:19 32:3 38:7,20 39:10 51:16 52:22 54:10 55:13 56:4,11 57:4 <b>Hassan</b> 2:3,5 4:2,18 5:12,24 6:7,12,25 10:20 31:21 32:7,11 53:2 55:15,25 56:8 57:2,5 58:4,15 <b>hear</b> 7:18 52:3 <b>held</b> 1:14 59:5 <b>help</b> 19:20 <b>hereunto</b> 59:19	<b>I</b> <b>idea</b> 34:5 35:2,8 40:10 42:12 45:12 51:10,21 <b>identification</b> 55:20 55:22 <b>identified</b> 24:15 <b>include</b> 33:12 <b>including</b> 5:3 <b>incorrect</b> 6:15 <b>indicating</b> 56:7 <b>indirectly</b> 59:16 <b>initially</b> 35:23 <b>insisted</b> 6:8	<b>J</b> <b>Jaguar</b> 23:8 <b>Jamaica</b> 1:16,21 <b>Jeff</b> 22:3,8 27:19 <b>Jersey</b> 26:8,10 <b>Jessica</b> 47:10,12,14 <b>job</b> 15:11 <b>Jose</b> 49:15 <b>Joseph</b> 50:9 <b>Judge</b> 4:12,13 <b>judgment</b> 9:14 <b>jurat</b> 56:18
			<b>K</b> <b>K</b> 2:5 6:20 <b>K-I-K-O-S</b> 23:23 <b>keep</b> 42:6,10 <b>Keren</b> 1:9,13 4:7,9 5:1,4 6:1 7:1,3,8 8:1 8:12 9:1 10:1 11:1 12:1 13:1 14:1 15:1 16:1 17:1 18:1 19:1 20:1 21:1 22:1,3 23:1 24:1 25:1 26:1 27:1 28:1 29:1 30:1 31:1 32:1 33:1 34:1 35:1 36:1 37:1 38:1 39:1 40:1 41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1 49:1 50:1 51:1 52:1 53:1 54:1

55:1 56:1 57:1,6,12 58:4 59:4 60:4,7,21 <b>kid</b> 55:10 <b>kids</b> 47:18,20,23 <b>Kikos</b> 23:23 <b>know</b> 8:4 16:18,19,20 18:10,14,16,20 19:4 19:18,19 21:6 29:21 29:24 30:13,15,23 30:25 31:18 32:17 33:2,17,19,21 34:13 37:12,15,18 39:2,3 39:12,13 40:19 41:2 46:6,14 47:12,17 48:7,13,19,22,25 49:4,9,12,15,18,21 49:24,25 50:4,7,11 51:13 52:18,19 54:4 54:8,10,12 <b>known</b> 18:8 46:11,15 46:16,18 <b>Korishi</b> 49:13 <b>Kuo</b> 4:13	15:6 18:8 19:24 28:23 29:7 30:21 34:13 46:11,15 53:10,22 <b>Lopez</b> 48:23 <b>loud</b> 7:17 <b>Louis</b> 48:23 <b>lube</b> 1:9 4:8 16:5 20:23 21:2 24:21,25 29:22 30:2,3,5,18 30:22 31:4,7,10 32:9,14,21,22,25 33:3,7,10 34:23 35:7,9,19 36:16,17 36:25 37:4,19,24 38:4,5,6,10,13,25 39:4,17,21,24 40:8 40:16,21 41:3,4,11 42:13,18,21 43:3,14 43:20,24 44:3,21,25 45:4,8,14,25 50:23 51:6,13,22 54:21 60:3	<b>manufacturer</b> 13:23 <b>Mario</b> 27:19 28:5,6 <b>mark</b> 10:20 56:6 <b>marked</b> 55:16,18,21 <b>marriage</b> 59:15 <b>married</b> 14:20 <b>matter</b> 59:17 <b>MAYERSON</b> 2:8 <b>mean</b> 12:18 37:13 <b>mechanical</b> 11:21 12:5 <b>Medford</b> 22:14,16,17 23:17 24:16,21 26:3 <b>medication</b> 9:19 <b>meetings</b> 39:19 44:25 <b>mental</b> 9:24 <b>mentioned</b> 55:5 <b>Mineola</b> 36:11,16,20 50:18 <b>minute</b> 55:14 <b>minutes</b> 53:11,13,15 53:17 <b>Miriam</b> 50:7 <b>Mohammed</b> 49:2 <b>moment</b> 31:20 <b>Momtaz</b> 49:13 <b>money</b> 39:23 40:2,11 <b>month</b> 46:22 <b>months</b> 17:10 52:2 <b>Moran</b> 46:6,21 47:14 48:10 55:12,23 56:9 <b>Moshir</b> 23:21,22,25 24:5 27:7	<b>never</b> 32:20 43:15,18 45:2 <b>New</b> 1:2,16,18 2:4,10 2:10 4:11 6:22 7:6 21:11,17 26:7,10 36:9 <b>newspaper</b> 55:18 58:9 <b>Nicky</b> 49:5,7 <b>night</b> 13:11 35:25 <b>none-the-less</b> 5:9 <b>notary</b> 1:17 4:16 6:21 57:17 60:25 <b>note</b> 8:9 <b>noted</b> 57:3,9 <b>notice</b> 1:14 5:15,18 <b>noticed</b> 5:7,8 <b>number</b> 23:10 31:11 52:12,14,17,19 <b>numbers</b> 52:24 <b>NY</b> 1:21
<b>L</b>	<b>M</b>	<b>N</b>	<b>O</b>
<b>L</b> 3:1 58:12 <b>labor</b> 21:8,12,17 54:13 <b>laid</b> 14:10 <b>law</b> 2:3 6:14 <b>lawsuit</b> 51:25 52:3,5 52:6 <b>learning</b> 11:24 12:13 13:16 <b>left</b> 12:6,12 13:19 14:15 <b>let's</b> 21:3 26:9 28:24 30:2 38:17 <b>LINE</b> 58:14 60:8 <b>list</b> 26:9 27:2 41:23 42:13 <b>LLC</b> 1:15,20 60:2 <b>located</b> 22:15 31:10 35:3 47:5 <b>location</b> 15:25 33:4,7 43:4 <b>long</b> 12:2,23 14:3	<b>Magistrate</b> 4:13 <b>mail</b> 13:12 <b>making</b> 5:10 <b>Malik</b> 48:20 <b>Mamaroneck</b> 24:20 24:24 25:7,20 26:2 <b>manager</b> 31:4 36:22 50:19 <b>managerial</b> 32:24 <b>managers</b> 33:16 39:4 <b>managing</b> 31:5,6 36:21 <b>manger</b> 50:14 <b>Manhattan</b> 19:10,12 19:14,21,24 20:4,18 20:22 21:2,8,12,15 21:20,23 22:11 24:16 26:3 28:10,14 28:25 36:24 37:20 37:23 38:3 40:20 41:3,6,11,23 50:22 50:25 51:12,20	<b>name</b> 5:2 7:2 11:4 15:17,19,22 16:15 17:6 18:5 20:12,14 26:14 27:20 46:6 48:19,22,25 49:4,9 49:12,15,18,21,24 50:2,4 60:3,7 <b>named</b> 39:5,6 47:10 <b>Navy</b> 11:5,6 <b>near</b> 5:23	<b>oath</b> 3:15 8:13 <b>object</b> 8:7 <b>objecting</b> 56:12 <b>objection</b> 8:10 10:13 18:18 32:3 38:7 53:3 57:3 <b>objections</b> 3:9 8:11 <b>objects</b> 8:9 <b>October</b> 17:13,14,15 55:3,5,8 <b>offer</b> 6:7 38:11 <b>offered</b> 5:24 37:19 <b>office</b> 13:8,10 32:18 32:20,22 42:9 47:4 47:14 <b>officer</b> 3:14 11:6 45:4 <b>officers</b> 11:5,5 <b>offices</b> 1:14 32:24,25 <b>Oh</b> 17:16 <b>oil</b> 16:5,8,10 25:5 35:11 37:6,7,8,10 37:11,13,17,20,25 38:6,12,14,16,24

40:17,22 41:7,8,13 41:17,19,25 42:8,14 51:3,8 <b>okay</b> 32:7 39:15 49:25 54:7 57:2 <b>old</b> 37:11,17 48:6 <b>once</b> 9:4 19:21 <b>ones</b> 22:13 <b>opened</b> 20:19 <b>operation</b> 16:5,8 19:15 20:23 21:2 24:22,25 33:10 39:17 40:21 41:3,4 41:12 45:8 <b>operations</b> 34:25 <b>opportunity</b> 6:4 <b>outcome</b> 59:17 <b>outlining</b> 7:9 <b>owned</b> 15:22 17:4 18:12,13 19:24 20:18 22:10 24:3,5 24:9,13 26:4,17 36:13,24 <b>owner</b> 19:21 21:15 24:14 26:18 28:7 30:22 33:24 <b>owners</b> 18:22 27:3,5 27:7,9 30:17 <b>ownership</b> 18:19 20:3,6 25:20 34:8 <b>owning</b> 22:20 23:2 25:10 26:23 27:14 <b>owns</b> 17:25 30:9,14 34:19	<b>partner</b> 15:14 17:5 27:20 29:25 <b>partners</b> 16:12 22:2 25:18 39:20 45:6 <b>partnership</b> 16:23 <b>party</b> 9:8,11 59:9 <b>pay</b> 44:18 <b>payments</b> 50:23 51:2 51:7,19,21 <b>payroll</b> 44:8,15 45:25 46:4 <b>Peggy</b> 4:13 <b>pending</b> 4:10 <b>people</b> 16:9 20:25 27:2 37:16 38:5 41:7,8,12,13 47:7 <b>percent</b> 16:25 17:4 17:24 22:7,7,8 24:2 24:3,8 <b>percentage</b> 17:2 18:19 22:5,5 23:24 23:25 24:7 25:19 30:15 34:16 <b>percentages</b> 18:12 22:4 <b>period</b> 22:10 28:20 <b>person</b> 20:15 28:3 46:9 47:13 48:19,22 48:25 49:4,9,12,15 49:18,21,24 50:12 52:10 <b>Perth</b> 26:13,14 27:11 27:21 28:7 <b>ph</b> 16:17 <b>Ph-718-291-6600</b> 1:22 <b>phone</b> 5:14 52:9,11 52:12,14,24 <b>phones</b> 13:13 <b>phonetic</b> 23:21 39:5 48:20,23 49:2,5,10 49:13,16,19,22 50:2 50:11 <b>photocopied</b> 55:17 <b>photocopy</b> 58:10 <b>physical</b> 9:25 <b>physically</b> 42:21	<b>physics</b> 12:22 13:2 <b>pick</b> 15:17 <b>picture</b> 55:12 <b>plaintiff</b> 1:4,13 2:3 4:18 5:10,22 7:11 9:10,12 54:4 <b>Plaintiff's</b> 55:19,22 58:8 <b>Plainview</b> 7:6 <b>please</b> 7:2,5,12,17 8:4 31:20 51:16 55:14 55:15 <b>PLLC</b> 2:3,8 <b>point</b> 15:3 20:3 <b>portions</b> 18:2 <b>position</b> 12:4 13:9 14:6 15:13 45:5 <b>possible</b> 18:7 19:13 51:5,12,19 <b>Possibly</b> 41:21 48:12 <b>post</b> 13:8,9 <b>practice</b> 8:9 <b>preparation</b> 10:5,8 <b>prescription</b> 9:18 <b>present</b> 4:19 <b>prevent</b> 9:25 <b>previously</b> 18:25 <b>prices</b> 41:24 42:14,15 <b>prior</b> 6:5 10:11 <b>privilege</b> 10:17 32:4 <b>privileges</b> 8:12 <b>procedures</b> 7:10 <b>proceed</b> 6:17 <b>process</b> 7:8 38:16,19 38:24 39:2 <b>products</b> 41:19 <b>profit</b> 43:25 <b>profits</b> 43:23 <b>proper</b> 56:13 <b>properly</b> 5:8 <b>protest</b> 5:16 <b>provide</b> 37:5 <b>public</b> 1:17 4:17 6:21 37:5 38:11 57:17 60:25 <b>pursuant</b> 1:13 <b>put</b> 52:23 56:5	<b>Q</b> <b>Queens</b> 2:4 <b>question</b> 3:10 7:13,20 7:24,24 8:5,8 10:14 10:19 19:18 32:6 38:8,9,21,22 39:12 41:10 50:24 51:17 <b>QUESTIONING</b> 58:14 <b>questions</b> 7:11 9:17 56:2,5 <b>quit</b> 14:10
<b>P</b> <b>P</b> 2:1,1 3:1 <b>p.m</b> 1:17 4:24 32:13 57:7,9 <b>page</b> 56:17 58:3,8,14 60:8 <b>paid</b> 54:5 <b>Palasios</b> 49:10 <b>part</b> 7:23 17:21,23 30:3,5,7 <b>participate</b> 45:8,11 <b>parties</b> 3:5 59:15			<b>R</b> <b>R</b> 2:1 6:20 58:12 59:1 <b>ran</b> 33:10 <b>Ravish</b> 50:2 <b>reach</b> 21:16 <b>read</b> 4:2 55:14 <b>reason</b> 51:11,15,18 60:8 <b>recall</b> 6:10 7:23 8:23 16:11 29:17 46:19 <b>recap</b> 7:8 <b>receive</b> 6:4 <b>received</b> 43:22 46:24 <b>receives</b> 6:10 <b>recess</b> 31:22 <b>recognized</b> 56:9 <b>record</b> 5:6,20 6:17 7:2,4,15 8:10 32:12 56:12,12 59:12 <b>redacted</b> 52:25 <b>referring</b> 34:2,6 <b>remainder</b> 24:5 <b>remember</b> 9:5 20:12 20:13 21:4,7 22:21 23:10 25:18,21,23 25:24 26:19 27:20 28:3,22 29:6,9 31:2 31:11 34:10 41:16 46:12 <b>repeat</b> 41:10 50:24 <b>repeated</b> 7:21,22,25 8:2 <b>reporter</b> 4:4,16 7:15 7:17

<p> <b>represent</b> 5:2  <b>representation</b> 6:13  <b>represented</b> 59:10  <b>representing</b> 3:19  <b>required</b> 7:12  <b>reserve</b> 5:16  <b>reserved</b> 3:10  <b>resolved</b> 9:13  <b>respect</b> 5:17  <b>respective</b> 3:4  <b>respond</b> 5:13  <b>responses</b> 5:22  <b>rest</b> 24:9 30:9 34:19  <b>review</b> 6:4  <b>reviewed</b> 10:4 43:13  43:16  <b>reviewing</b> 43:19  <b>Reyes</b> 49:16  <b>right</b> 6:9 8:7 37:2  38:9  <b>rights</b> 5:17  <b>Route</b> 22:16  <b>rules</b> 44:22  <b>ruling</b> 10:21 </p> <hr/> <p style="text-align: center;"><b>S</b></p> <hr/> <p> <b>S</b> 2:1 3:1,1 58:6,12  60:8  <b>S-T-E-V-E-N</b> 16:16  <b>salary</b> 44:2,5  <b>saying</b> 7:19 51:15  <b>schedule</b> 5:11  <b>school</b> 10:24 11:2,4,6  11:9,11,17,17,23  12:19,21,23,25 13:5  13:15,19  <b>sealing</b> 3:5  <b>Secuba</b> 49:19  <b>sell</b> 20:9,11 21:20  23:2,7,9 25:22  27:21,24 40:16,21  41:18  <b>selling</b> 51:3,7  <b>sending</b> 46:25  <b>separate</b> 41:5  <b>separating</b> 12:9  <b>separation</b> 14:9 </p>	<p> <b>services</b> 37:4,20  38:10  <b>set</b> 59:19  <b>settlement</b> 9:14,15  21:16  <b>share</b> 32:15 43:23,25  <b>shared</b> 39:19  <b>shareholder</b> 44:24  <b>shares</b> 32:10  <b>SHEET</b> 60:1  <b>shift</b> 13:11 35:25  <b>Shlomo</b> 17:7,11 18:3  25:17 30:10,19  34:20 40:7 45:10  46:3 54:18 55:7  <b>shop</b> 36:17,25 37:4  38:4,17  <b>short</b> 5:15  <b>show</b> 53:14 55:21  <b>showing</b> 44:18  <b>sic</b> 13:22  <b>signed</b> 3:13,16  <b>signs</b> 40:6  <b>sold</b> 20:10,16 21:3  22:4 23:5 25:24  28:13,24 41:2 42:7  <b>somebody</b> 37:7 38:18  <b>sort</b> 50:20  <b>sorter</b> 13:12  <b>sounds</b> 48:21  <b>speak</b> 7:17 10:7,11  17:12 46:23  <b>speaking</b> 7:16  <b>specialize</b> 11:19  <b>specifically</b> 53:12  <b>spell</b> 16:15  <b>spend</b> 12:2  <b>spoke</b> 46:20 53:5,20  55:2,8  <b>spoken</b> 17:8  <b>stand-alone</b> 25:3  <b>start</b> 13:18 29:3 30:2  <b>started</b> 18:25 28:22  36:9  <b>state</b> 1:18 5:5,19 6:22  7:2,4 21:11,17  <b>statement</b> 6:16 </p>	<p> <b>states</b> 1:1 14:16,18  15:4  <b>stationary</b> 32:15  <b>status</b> 19:14  <b>Stenographic</b> 1:15,20  4:17 60:2  <b>stenographically</b>  59:8  <b>Stern</b> 22:3,8 27:19  <b>Steve</b> 30:10  <b>Steven</b> 16:14,17,20  17:8 18:3,15 24:12  25:17 27:3 30:19  34:21 45:7,24 53:19  53:20 54:14,15  <b>STIPULATED</b> 3:3,8  3:12  <b>stocks</b> 27:25 28:2  <b>stop</b> 22:20 23:2 25:10  26:23 27:14  <b>stopped</b> 47:21  <b>store</b> 40:23 41:5  <b>structure</b> 31:9  <b>stub</b> 44:18  <b>student</b> 36:2,5,8  <b>study</b> 12:20  <b>stuff</b> 13:25  <b>subject</b> 11:20  <b>Subscribed</b> 57:14  60:22  <b>suffer</b> 9:24  <b>Suite</b> 1:16,21  <b>Sunday</b> 5:7  <b>Sure</b> 31:21 55:15  <b>Sutphin</b> 1:15,20  <b>swap</b> 27:25  <b>swapping</b> 28:2  <b>swear</b> 4:4  <b>sworn</b> 3:14,16 6:21  57:14 59:6 60:22  <b>system</b> 42:17  <b>systems</b> 50:16 </p> <hr/> <p style="text-align: center;"><b>T</b></p> <hr/> <p> <b>T</b> 3:1,1 58:6 59:1,1  <b>T-E-C-H-N-I-O-N</b>  12:16 </p>	<p> <b>take</b> 5:25 8:3 16:9  32:7 37:8,11,23  38:2,4,13 44:7,15  <b>taken</b> 1:13 31:22 59:8  <b>takes</b> 38:18  <b>talk</b> 31:19 53:8  <b>talking</b> 55:9,11  <b>taxes</b> 44:7,8,15  <b>Tech</b> 24:20,24 25:7  25:20 26:2,7 36:9  36:11,15 50:18  <b>technical</b> 12:18,19,20  13:5,14,19  <b>technician</b> 41:18  <b>technicians</b> 41:7  50:23 51:2,7  <b>Technion</b> 12:16  <b>tell</b> 10:15 52:5,9  53:24  <b>telling</b> 54:9  <b>ten</b> 22:24 28:23 29:16  <b>Teraza</b> 4:15 59:3,23  <b>termination</b> 20:8  <b>terms</b> 9:16 10:23  31:9  <b>testified</b> 6:23 8:18,21  9:2  <b>testify</b> 8:11,15  <b>testifying</b> 3:19 10:2  <b>testimony</b> 31:25 59:7  59:8  <b>Thank</b> 6:11 10:22  56:3,4 57:4  <b>thing</b> 45:20  <b>things</b> 41:25 51:3,8  <b>think</b> 9:7 35:17 37:18  39:6 45:9,23 46:2,5  47:9,22 51:11,18  <b>Third</b> 2:9  <b>three</b> 12:3 17:10 19:2  19:3 42:24 43:3  53:23  <b>Thunder</b> 1:9 4:8  29:22 30:2,3,5,17  30:22 31:4,6,10  32:9,14,21,22,25  33:3,7,10 34:23 </p>
---	---	---	---



35:6,9 37:19,24 38:5,5,10,13,25 39:4,17,20,24 40:8 40:16 42:13,18,21 43:3,14,20,24 44:3 44:21,25 45:4,8,14 45:25 51:6,13,21 54:21 60:3 <b>Thursday</b> 4:22 57:7 <b>time</b> 3:10 4:23 7:16 8:21 15:20 20:18 28:20 31:23 32:19 33:6 39:23 42:20 43:13,16 46:20 51:25 53:5,20 56:2 57:9 <b>timely</b> 5:13 <b>times</b> 9:2 <b>title</b> 13:12 40:8 45:3 <b>today</b> 4:22 5:4,14 6:8 10:5,9,12 53:9 54:11 <b>told</b> 52:4 54:2 <b>Toure</b> 1:4 4:8,19 60:3 <b>track</b> 42:6,10 <b>transcribed</b> 59:9 <b>transcript</b> 52:23 56:10 59:11 <b>trial</b> 1:12 3:11 59:4 59:12 <b>tried</b> 5:9 <b>true</b> 59:11 <b>two</b> 12:24 14:25 24:15 29:12 30:17 47:21,22 <b>type</b> 9:5 13:2 35:9,12 37:4,19 38:10 44:24 50:15 <b>types</b> 42:8	<b>untimely</b> 5:17 <b>untrue</b> 6:15 <b>use</b> 31:16 <b>usually</b> 45:13	<b>wife</b> 46:10 <b>windshield</b> 40:17,22 41:19,25 42:7,15 51:3,8 <b>wipers</b> 40:17,22 41:19,25 42:7,15 51:3,8 <b>witness</b> 3:19 4:4 5:11 5:14 6:8,10,20 9:16 39:15 54:2,12 56:2 58:3 59:6,13,19 <b>witness's</b> 5:25 60:7 <b>work</b> 12:5 14:12 28:15,17,20 29:7,18 31:3 47:4,7,25 48:4 <b>worked</b> 14:3 36:15 50:15 <b>working</b> 13:5,7,18 18:11 19:5 20:25 28:10 29:3 35:25 36:10 39:7 <b>works</b> 47:14 54:21,24 <b>wouldn't</b> 31:18 32:17 <b>writes</b> 40:4	<b>Z</b> <b>0</b> <b>1</b> 1 55:19,22 58:9 <b>1,000,000</b> 23:15 <b>1:00</b> 1:17 <b>1:05</b> 4:23 <b>1:39</b> 32:13 <b>10</b> 58:15 <b>10022</b> 2:10 <b>11</b> 58:15 <b>112</b> 22:16 <b>11427</b> 2:4 <b>11435</b> 1:16,21 <b>11803</b> 7:7 <b>11th</b> 2:9 <b>12</b> 20:2 <b>14</b> 17:13 <b>14th</b> 17:15 55:3,5,8 <b>15</b> 18:9 <b>16th</b> 59:20 <b>17-CV-00657</b> 1:6 4:14 <b>178</b> 22:16 <b>1957</b> 11:15 <b>1976</b> 11:18,23 <b>1979</b> 12:6 <b>1984</b> 14:19 15:2 <b>1985</b> 15:9
<b>U</b> <b>U</b> 3:1 58:12 <b>U.S</b> 4:10 <b>understand</b> 7:18,20 8:13,15 38:22 <b>United</b> 1:1 14:16,17 <b>unpaid</b> 21:18	<b>V</b> <b>v</b> 16:17 60:3 <b>versus</b> 4:8 <b>Village</b> 2:4	<b>X</b> <b>x</b> 1:3,11 58:1,6	<b>2</b> <b>2,000</b> 44:6,6,14 <b>2,000,000</b> 23:13 <b>2:13</b> 57:7,9 <b>20</b> 16:25 17:4 18:20 21:5 22:7 60:23 <b>2005</b> 27:15,21 <b>2007</b> 20:7 21:3 28:24 29:3,5 <b>2014</b> 17:14 <b>2017</b> 1:17 4:23 32:13 57:8,15 59:6,20 60:6 <b>215-28</b> 2:4 <b>24</b> 9:21
	<b>W</b> <b>W-2</b> 45:14,16,18 <b>wages</b> 21:18 <b>waived</b> 3:7 6:9 <b>want</b> 39:10 <b>wash</b> 15:12,13,15,16 15:19,23,25 16:4,9 16:13 17:18 18:23 19:7,10,12,15,22,25 20:4,19,20,22,23 21:2,9,13,16,21,23 22:10,11,14,17,18 23:17 24:14,16,17 24:20,21,22,24,25 25:3,8,20 26:3,3,4,7 26:15,18,20 27:11 28:7,11,13,14,18,21 28:25 29:8,19 31:13 31:14 32:14,19 33:12 35:14,16,19 35:24,25 36:10,11 36:16,19,25 37:21 40:20 41:3,6,23 43:5,6,11 45:19,21 48:2 50:14,18,21,22 50:25 51:20 <b>washes</b> 22:9 24:13 26:4,17 <b>Washington</b> 7:6 <b>way</b> 13:4 31:9 <b>weapons</b> 13:24 <b>wedding</b> 55:10 <b>weddings</b> 55:11 <b>week</b> 39:25 43:22 <b>went</b> 11:25 33:6 43:3 43:7 <b>WHEREOF</b> 59:19	<b>Y</b> <b>Y</b> 6:20 <b>Yaseen</b> 49:22 <b>year</b> 11:16 14:5,17 15:8 17:16 29:10 42:23 43:2 45:13 50:17 55:9 <b>years</b> 8:24 12:3,24 18:9,21 20:2 22:22 22:24 28:23 29:9,12 29:14,16 30:24 31:2 33:8 34:11 35:20 42:22,24 43:4 46:13 46:18 53:23 <b>yesterday</b> 53:7,10 55:4 <b>York</b> 1:2,16,18 2:4 2:10,10 4:11 6:22 7:7 21:11,17 36:9	

**25** 22:8**27** 17:24 18:12,20

30:8 34:18

---

**3**

---

**30** 35:19**305** 1:16,21**33** 24:2,3,8**3rd** 5:7

---

**4**

---

**40s** 48:8**488** 16:3 31:16 32:16

35:5 43:9 47:6,8

---

**5**

---

**5,000,000** 23:11**55** 22:7 58:9

---

**6**

---

**6** 58:4**60** 17:3

---

**7**

---

**7** 1:17 4:22 32:13

57:7 60:6

**7th** 59:5

---

**8**

---

**8,000,000** 21:22**845** 2:9**855-US-STENO** 1:23**89-00** 1:15,20

---

**9**

---

**90s** 25:11,12 26:24**985** 7:6

## **EXHIBIT III**



Page 1  
December 28, 2017

1

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----x

BAKARAY TOURE,

Plaintiff,

-against-

THUNDER LUBE INC., ABKO ASSOCIATES INC.,  
and HAGAY KEREN,

Defendants.

-----x

845 Third Avenue  
New York, New York  
December 28, 2017  
11:03 a.m.

EXAMINATION BEFORE TRIAL of BAKARAY TOURE,  
  
the Plaintiff herein, taken by the Defendant,  
  
before a Notary Public of the State of New York,  
  
pursuant to Notice.

2

A p p e a r a n c e s :

ABDUL K. HASSAN, ESQ.  
Attorney for Plaintiff  
215-28 Hillside Avenue  
Queens Village, New York 11427

BY: JAMES DiCARLO III, ESQ., of Counsel

MAYERSON & HARTHEIMER, PLLC  
Attorneys for Defendants  
845 Third Avenue, 11th Floor  
New York, New York 10022

BY: SANDRA E. MAYERSON, ESQ.  
DAVID HARTHEIMER, ESQ.

Also Present:

Alain Coulibaly  
Abou Traore, Bambara Interpreter

oOo

3

## S T I P U L A T I O N S

IT IS HEREBY STIPULATED AND AGREED by  
and between the attorneys for the respective  
parties herein that the sealing, filing and  
certification of the within deposition be waived;  
that such deposition may be signed and sworn to  
before any officer authorized to administer an  
oath, with the same force and effect as if signed  
and sworn to before a Judge of this Court.

IT IS FURTHER STIPULATED AND AGREED that  
all objections, except as to form, are reserved  
to the time of the trial.

IT IS FURTHER STIPULATED AND AGREED by and  
between the attorneys for the respective parties  
hereto that a copy of this examination shall be  
furnished to the attorneys for said witness,  
without charge.

1 4

2 (Abou Traore, the Interpreter, was duly  
3 sworn by Michael T. Rehfield, a Notary Public for  
4 the State of New York, to translate the questions  
5 into Bambara and the answers into English.)

6 oOo

7 B A K A R Y T O U R E , having been duly  
8 sworn by a Notary Public of the State of  
9 New York, was examined and testified as  
10 follows:

11 EXAMINATION BY

12 MS. MAYERSON:

13 Q State your name and address for the  
14 record, please.

15 A Bakary Toure, 2546 Seventh Avenue,  
16 apartment 7, New York, New York. I don't know  
17 the zip code.

18 MS. MAYERSON: This is the deposition  
19 held upon notice by the defendants of the  
20 plaintiff Bakary Toure in the case of Bakary  
21 Toure v Thunder Lube Inc., Abko Associates  
22 Inc. and Hagay Keren, currently pending in  
23 the U.S. District Court for the Eastern Dis-  
24 trict of New York before the Honorable Dora  
25 Irizarry and the Honorable Peggy Kuo and

December 28, 2017

1	Toure	5
---	-------	---

2 styled Civil Action No. 17-CV-00657.

3                   This deposition will be conducted be-  
4                   fore Michael Rehfield, a court reporter from  
5                   Deitz Reporting; also with us today at the  
6                   plaintiff's request is an official interpre-  
7                   ter in Bambara provided by Eiber Transla-  
8                   tions. The interpreter's name is Abou D.  
9                   Traore.

10                   Mr. Toure is accompanied today by his  
11                   counsel, James DiCarlo. I am Sandra Mayer-  
12                   son of the firm of Mayerson & Hartheimer.  
13                   Accompanying me today are my partner, David  
14                   Hartheimer, and a representative of the  
15                   defendants, Mr. Alain Coulibaly.

16 Today is Thursday, December 28th,  
17 2017. The time is approximately 11:06 a.m.  
18 The witness and the interpreter have been  
19 sworn in by the court reporter.

20 Q Mr. Toure, is it correct that you  
21 have asked for an interpreter in Bambara to be  
22 present here today?

23 | A Yes, I do.

24 Q And do you acknowledge for the record  
25 that there is an interpreter in Bambara here?

1	Toure	6
---	-------	---

2	A	Yes.
---	---	------

3           Q           Mr. Toure, it is very important that  
4   you understand the questions and that I under-  
5   stand your answers.

6	A	Okay, yes.
---	---	------------

7           Q           Accordingly, the interpreter is happy  
8   to interpret anything that I say.

9	A	Mm-hmm.
---	---	---------

10 Q If you understand my question in En-  
11 glish, you are welcome to answer, but you are en-  
12 titled to have everything I say interpreted prior  
13 to your answer. Your answer may be in English or  
14 Bambara. If it is in Bambara, we will pause  
15 while the interpreter translates your answer for  
16 me. Do you understand all that?

17 | A Yes, I understand.

18           Q           In addition to Bambara, do you also  
19   speak French?

20 | A No.

21 Q Do you speak any other languages be-  
22 sides Bambara and English?

23 MR. DiCARLO: Just note an objection  
24 to form. He can answer.

25 |           A       I speak Sarakole. They call it

1	Toure	7
---	-------	---

3 Q What language do you speak normally  
4 on a day-to-day basis?

6 Q Now, let's talk a little about the  
7 deposition process. As I said, it is very impor-  
8 tant that you understand the questions and that I  
9 can rely on your answers. I will be asking you  
10 questions on behalf of the defendants in the  
11 case, and you are required to answer them, but  
12 please do not answer a question unless you under-  
13 stand the question. Okay?

15 Q If you do not understand the question  
16 or if it is a long question and you do not remem-  
17 ber everything I said, please ask me to repeat or  
18 clarify the question. Also, the court reporter  
19 can always read a question back to you.

21 | A Yes, I understand.

24 | A (In English) Yes.

1 Toure 8

2 interpreting the question before you answer.

3 A Okay.

4 Q If two people are talking at the same  
5 time, it makes it very hard for the court report-  
6 er to record everything accurately.

7 A Okay.

8 Q Also, I see you nodding your head a  
9 lot. It's very important that all of your an-  
10 swers be verbal. The court reporter can't record  
11 you nodding your head, so you have to say some-  
12 thing.

13 A Okay.

14 Q Now, your counsel may object to some  
15 of my questions. If he does, his objection will  
16 be noted, but you will still be expected to an-  
17 swer the question unless certain privileges are  
18 involved in the objection.

19 A Okay.

20 Q Do you understand all that?

21 A Yes, I understand.

22 Q Now, we want you to be comfortable;  
23 this is not a marathon. Any time you need to  
24 take a break for any reason, you just need to ask  
25 to take a break. All I ask is that if a question



1	Toure	9
---	-------	---

4	A	Yes, I understand.
---	---	--------------------

7 Do you understand that you're under  
8 oath here today?

12	A	Yes.
----	---	------

19 Have you consumed any alcohol in the  
20 last 24 hours?

24           A           No. I don't use drugs, I didn't take  
25   any prescription.

1 Toure 10

2 Q So you don't regularly take any drugs  
3 which could affect your memory or thought pro-  
4 cess.

5 A No, I don't.

6 Q Do you suffer from any mental or  
7 physical handicap that would prevent you from  
8 testifying correctly and completely?

9 A No.

10 Q Are you aware of anything that would  
11 prevent you from testifying truthfully and com-  
12 pletely today?

13 A No, nothing.

14 Q Have you reviewed any documents in  
15 preparation for your deposition today?

16 A To review a document?

17 Q Yes.

18 A Before coming here?

19 Q Yes.

20 A No.

21 Q At any time.

22 A No.

23 Q Did you speak with anyone other than  
24 your attorney in preparation for your deposition  
25 today?

December 28, 2017

2 A No.

5	A	Yes.
---	---	------

8 A No, I have never done that before.

11 A No, I have never done that.

14	A	Mali.
----	---	-------

17 Q And did you live there after you were  
18 born?

20 | Q And how long did you live there?

22 | Q Well, what year were you born in?

24 Q And did there come a time when you  
25 left Mali?

1		Toure	12
2	A	(In English) 1971, I'm sorry. 1971.	
3	Q	Did there come a time when you left	
4	Mali?		
5	A	I have not left Mali until the year	
6	1998.		
7	Q	So from 1971 to 1998 you lived in	
8	Mali.		
9	A	Yes, yes.	
10	Q	And when you left Mali in 1998, where	
11	did you go?		
12	A	I went to Niger to try to come to the	
13	U.S.		
14	Q	And how long did you live in Niger?	
15	A	Nine months.	
16	Q	Did you eventually leave Niger?	
17	A	I left Niger to come here.	
18	Q	Was that in 1998 or 1999?	
19	A	I came to U.S. in December 1998.	
20	Q	And where in the U.S. did you come	
21	to?		
22	A	New York.	
23	Q	Have you lived in New York since	
24	1998?		
25	A	Yes, I live.	

1 Toure 13

2 Q Have you worked in the United States?

3 A Yes.

4 Q What kind of visa did you come in on?

5 A Commercial visa. Commercial.

6 Q Have you ever received a green card  
7 or a citizenship in the United States?

8 A I have a green card.

9 Q Did there come a time when you needed  
10 a letter from your employer to get your green  
11 card or your visa?

12 A No. I was married, I got married.

13 Q Did Dror Hershowitz ever write a let-  
14 ter to help you get a visa or a green card?

15 A No.

16 Q Now, let's talk about your education  
17 for a while. Were you initially educated in  
18 Mali?

19 A No.

20 Q Where did you get your education?

21 A I didn't do it -- study in Mali, only  
22 when I got here, I tried to go to school some-  
23 time, little by little.

24 Q Can you read and write?

25 A No.

1 Toure 14

2 Q So you never attended school at all.

3 A No.

4 Q Now, let's talk about your employ-  
5 ment. How old were you when you got your first  
6 job?

7 A Maybe 25 years old.

8 Q So how did you support yourself from  
9 the time you were born until 25?

10 A You talking about the U.S. or before  
11 coming to --

12 MS. MAYERSON: From the time he was  
13 born, when was his first job?

14 A I was doing some trade in Mali. Here  
15 I work for -- my first job was in the U.S.

16 Q So how did you support yourself in  
17 Mali?

18 A I was selling things, yeah.

19 Q What kind of things?

20 A I had a store; I was selling sugar,  
21 soup. Like a grocery store.

22 Q When you left Mali and went to Niger,  
23 did you work in Niger?

24 A No, I did not work, but I went there  
25 to look for a visa to come to the U.S.

1 Toure 15

2 Q And how did you support yourself  
3 while you lived in Niger for nine months?

4 A So I have three brothers living in  
5 France, they were the ones providing me with some  
6 money to get to -- to get food and to pay for my  
7 visa to come to the U.S.

8 Q Now, when you got to the U.S., what  
9 was your first job?

10 A My very first job was a car wash.

11 Q What car wash?

12 A A car wash in the Bronx.

13 Q Do you remember the name of the car  
14 wash?

15 A No.

16 Q When did you work at that car wash?

17 A From 2000 to 2001.

18 Q And do you know who owned that car  
19 wash?

20 A It was a Portuguese person but I  
21 don't know the name.

22 Q What were your job duties at the car  
23 wash?

24 A When the car comes out of the car  
25 wash, I try to dry out the car using some cloths.

1 Toure 16

2 Q Did you get paid by the hour at the  
3 car wash?

4 A Yes.

5 Q And was that by check or by cash?

6 A Cash.

7 Q Did you get overtime pay at that job?

8 A At that time I didn't know the dif-  
9 ference.

10 Q So you received cash for each hour  
11 that you worked or for each car that you dried?

12 A I was paid by hour but they would pay  
13 at the end of the week.

14 Q In cash.

15 A Yes.

16 Q And did you get a W-2 statement each  
17 year saying how much cash you had received?

18 A At that time I didn't have a work  
19 authorization so I was not filing taxes.

20 Q Was the cash characterized as salary?

21 A Could you explain?

22 Q Was the cash payment for each hour or  
23 was some of the cash a bonus or a tip or a com-  
24 mission?

25 A They don't give anything else except



1 Toure 17

2 from your salary, your pay.

3 Q Did you get tips at the car wash?

4 A Yes.

5 Q Were you allowed to keep the tips?

6 A Yes.

7 Q When you left the car wash in 2001,  
8 what was your next job?

9 A I went to the oil change. At that  
10 time they were not paying me, because I was like  
11 a learner, I'm training. They were not paying at  
12 that time.

13 Q Who was not paying?

14 A So I would learn oil change at the  
15 car wash I was working before.

16 Q So let's go back to the car wash.  
17 You left the car wash in the Bronx in 2001; is  
18 that correct?

19 A So I worked from 2001 to 2003, and I  
20 left there to go for oil change 2004.

21 Q So previously you said you worked at  
22 the car wash in the Bronx from 2000 to 2001; cor-  
23 rect?

24 A Yes.

25 Q So did you work there until 2003 or

1 Toure 18

2 you went to a different car wash from 2001 to  
3 2003?

4 A So at that location, the owner wanted  
5 to fix the location, he send me to different  
6 place, I was working as a security guard.

7 Q Where was the place that you were  
8 working as a security guard?

9 A In the Bronx, but from the same own-  
10 er.

11 Q And was that also a car wash or was  
12 it a different kind of business?

13 A They were trying to have a new car  
14 wash, so I was there as a security guard before  
15 they finished the work.

16 Q And do you remember the name of the  
17 new car wash?

18 A No, I didn't stay there too long.

19 Q And was that also in the Bronx?

20 A Yeah, it was in the Bronx.

21 Q And when did you leave there?

22 A I left there something like 2004 to  
23 go for oil change.

24 Q Did you leave there voluntarily or  
25 were you fired?

1 Toure 19

2 A I left there voluntarily.

3 Q From the time you started at the sec-  
4 ond location in 2001 until 2004, did you work as  
5 a security guard that whole time?

6 A Yes. So I was working with the owner  
7 at night, then when I get off in the morning, I  
8 go to learn the oil change.

9 Q And where did you go to learn the oil  
10 change?

11 A It was from the same owner, so after  
12 when I finished the car wash, I go like down-  
13 stairs to learn the oil change.

14 Q Did you get paid for the time you  
15 spent learning the oil change?

16 A I was not getting paid, I was just  
17 getting paid for the car wash.

18 Q You were getting paid for being a se-  
19 curity guard for the car wash; is that correct?

20 A Yes.

21 Q And were you paid by check or by  
22 cash?

23 A The time I working at the car wash, I  
24 didn't have any work authorization, so I was not  
25 getting paid by check, so I would get my work

1 Toure 20

2 authorization in 2004.

3 Q What happened in 2004?

4 THE INTERPRETER: I get my work  
5 authorization card in 2004.

6 Q And before that you were always paid  
7 in cash.

8 A Mm-hmm.

9 Q And you were paid by the hour.

10 A Yes.

11 Q So in 2004, you said you left the car  
12 wash voluntarily. Where did you go to work next?

13 A I went to 92nd, and I working with  
14 Coulibaly in that location.

15 Q And what was the name of that busi-  
16 ness?

17 A Amoco.

18 Q Was that a gas station, a car wash or  
19 a lube operation?

20 A It was a lube.

21 Q What was your job at the lube?

22 A I was changing oil.

23 Q Generally at a lube shop, there's  
24 people that work downstairs and upstairs. Was  
25 that the situation there?

1 Toure 21

2 MR. DiCARLO: Just note an objection  
3 to form. You can answer.

4 A Yes.

5 Q And were you working downstairs or  
6 upstairs?

7 A I was working downstairs. 2004, I  
8 working downstairs.

9 Q Did that ever change while you worked  
10 there?

11 A What kind of change?

12 Q Did your job responsibilities ever  
13 change during the years you worked there?

14 A I don't understand that part.

15 Q Did you work downstairs the whole  
16 time you worked at the Amoco?

17 A Yes, I was working downstairs.

18 Q And you changed oil the whole time  
19 you worked there.

20 A Yes.

21 Q And you never started doing anything  
22 else.

23 A No.

24 Q And how long did you work there?

25 A I didn't stay there long. After

1 Toure 22

2 about one year, they closed the place.

3 Q Do you remember the exact name of the  
4 place?

5 A I know the place by Amoco. They say  
6 92nd.

7 Q And do you know who owned it?

8 A I don't know the owner, but he's the  
9 one who hired me (indicating).

10 Q Were you paid by cash or check there?

11 A I was getting paid cash.

12 Q And were you paid by the hour or some  
13 other way?

14 A By hour.

15 Q Did you receive any cash in addition  
16 to the payments for the hours?

17 A Yes, they were giving me some other  
18 money.

19 Q What did they give you money for?

20 A They were saying commission.

21 Q And what was the commission based on?

22 A I don't know that.

23 Q How often did you receive a commis-  
24 sion?

25 A So the commission were working, that

1 Toure 23

2 the way that if the car come in, and then after  
3 that, the money they make, you get some kind of  
4 commission on that.

5 Q Is there more than one person that  
6 works on a car when you get a lube job?

7 A More generally two persons, one per-  
8 son is upstairs and another person is downstairs.

9 Q And do they both get a commission?

10 A Yes.

11 Q How did the Amoco track what commis-  
12 sion you were entitled to?

13 A So they were writing on an envelope,  
14 that's -- they putting a commission on an enve-  
15 lope.

16 Q But how did they know how much to  
17 pay?

18 A I don't know how they operate. What  
19 they do is, at the end of the week, they put --  
20 start your pay and then put some part that's a  
21 commission.

22 Q And when you say commission, what is  
23 your understanding of what that word means?

24 MR. DiCARLO: Just objection to form.

25 You can answer.

1 Toure 24

2 A I don't know, they just say commis-  
3 sion. I don't know how to explain that.

4 Q So it was cash that you got in addi-  
5 tion to your hourly pay.

6 A It was done in a way that the hourly  
7 pay will come in a check and the commission would  
8 be in cash.

9 Q But you just testified that you got  
10 paid exclusively in cash.

11 A I'm talking about the other place,  
12 not where I'm working now.

13 Q We're talking about Amoco.

14 A So Amoco, they would put the differ-  
15 ence between the pay and the commission.

16 Q And what was your understanding of  
17 the difference between the pay and the total you  
18 got, what was that based on?

19 MR. DiCARLO: Note my earlier objec-  
20 tion. You can answer.

21 A So they were putting it in a way that  
22 they would mention that this is your pay by hour,  
23 and if you have 200 a week for the commission,  
24 they would put 200 for commission.

25 Q What you're calling a commission,



1 Toure 25

2 what was that paid for?

3 MR. DiCARLO: Objection to form.

4 A So they were paying in the way that  
5 sometimes you take care of a car, like you clean  
6 the inside, they could pay you five dollar com-  
7 mission on that part, or sometime seven dollar  
8 commission, so at the end of the week, the total,  
9 they say the commission per week.

10 Q So it was up to them how much they  
11 felt like paying for each car?

12 MR. DiCARLO: Objection to form. You  
13 can answer.

14 A So we didn't know exactly how it  
15 work. They told us that sometime it depends on  
16 the car or if you, you pay five dollars commis-  
17 sion, or sometimes seven, and at the end of the  
18 week, they add the money together and say that's  
19 the total money for commission for the week.

20 Q So it was like a bonus based on how  
21 much work you did.

22 MR. DiCARLO: Objection to form.

23 A I don't know if it was a bonus, but I  
24 know that they say it's a commission, that's what  
25 I know.

1	Toure	26
---	-------	----

2 | Q And who is they?

3	A	The bosses.
---	---	-------------

4 | Q And what was the name of your boss?

5	A	Which boss?
---	---	-------------

6 Q The boss that said it was a commis-  
7 sion.

8 | A He's my boss (indicating).

9 Q And he told you that it was a commis-  
10 sion?

11 A Yes, he's the one.

12 MS. MAYERSON: And let the record re-  
13 flect that he pointed to Mr. Coulibaly when  
14 he said he.

15 MR. DiCARLO: Thank you.

16 Q Did you keep track of the number of  
17 cars you worked on each week?

18 | A No.

19 Q So you had no way to check if they  
20 were really paying you five dollars a car.

21 MR. DiCARLO: Objection to form.

22           A           I didn't know the difference, I don't  
23 know how they work. You calculating the whole  
24 thing. Sometimes they tell us a certain amount  
25 of money doing some kind of work is one dollar or

1 Toure 27

2 five dollar per car, and at the end of the week,  
3 they add together. I don't have no control over  
4 that.

5 Q And did you get cash every week?

6 A Where I used to work before, yes.

7 Q At the Amoco we're talking about.

8 A I was working, I was getting paid by  
9 cash. As I say, I didn't have the work authori-  
10 zation card at that time.

11 Q Okay, as I understood your testimony,  
12 you got your work authorization card in 2004.

13 A I got the Social Security card in  
14 2004, and my green card, I get my green card in  
15 2012.

16 Q So you previously testified that you  
17 got your work authorization in 2004 and were paid  
18 by check after that; is that correct?

19 A Yes, and I was working at Amoco, and  
20 after that I was getting a check for my hourly  
21 pay and then a cash for the commission.

22 Q The whole time you were at Amoco you  
23 got a check for your hourly pay and cash for the  
24 rest of it.

25 A Yes.

1 Toure 28

2 Q Did you get overtime pay while you  
3 were at Amoco?

4 A No.

5 Q Did you work more than 40 hours a  
6 week while you were at Amoco?

7 A I was working every week 60 hours.

8 Q But you got the same pay for every  
9 hour.

10 A I was getting paid four or five dol-  
11 lars an hour.

12 Q But the question is, did you get paid  
13 the same hourly rate for each of the 60 hours or  
14 did you get a different hourly rate over 40  
15 hours?

16 A No, they were not adding anything.

17 Q And none of the cash was for over-  
18 time.

19 A No.

20 Q Am I correct that the Amoco closed  
21 sometime in 2004?

22 A I don't know exactly which month they  
23 was closed in 2004.

24 Q You left when it closed, you worked  
25 there until it closed?

1 Toure 29

2 A It did not close at 2004, I started  
3 working at Amoco in 2004.

4 Q And when did it close?

5 A So it was closed in 2007.

6 Q And were you still working there when  
7 it closed?

8 A Yes.

9 Q After it closed, where did you go  
10 work?

11 A So I went to work in the Bronx but  
12 not for a long time. Everywhere he goes, he  
13 would call me to go -- to follow him.

14 Q Who is he?

15 A Coulibaly.

16 Q So he was working at the Amoco in  
17 2007 when it closed?

18 A Yes, he was.

19 Q And when it closed, he went one place  
20 and you went to the Bronx someplace different.

21 A We went together to -- after Amoco,  
22 we went together to another place, then after,  
23 when he went to Brooklyn, he called me to join  
24 him in Brooklyn.

25 Q So what is the first place that you

Toure

30

1 went to after the Amoco?

2           A           We went somewhere in the Bronx they

3 call Dye (sic) Avenue.

4           Q           Dye, D-y-e?

5           A           Dye Avenue in the Bronx.

6           Q           And what kind of company was that?

7           A           The same job.

8           Q           So was this exclusively a lube or was

9 it a car wash and a lube or a gas station and a

10 lube?

11          A           It was car wash and lube.

12          Q           And your job was to change oil.

13          A           Yes.

14          Q           And you worked upstairs or down-

15 stairs?

16          A           I was start from working downstairs,

17 and when he called me to go to the Bronx, I was

18 working upstairs.

19          Q           We're only talking about Dyre Avenue

20 right now.

21          A           I was working downstairs. We didn't

22 stay there too long, maybe one month.

23          Q           You were there one month.

24          A           Yes.

25

1	Toure	31
---	-------	----

4           A           At that time they were not paying me  
5    by check, it was only cash.

7	A	Yes.
---	---	------

10 | A Yeah, commission.

13           A           The only thing I know, they make a  
14    difference between your hourly pay and the com-  
15    mission.

18 MR. DiCARLO: Objection to form.

20 Q And why did you leave there?

22 | Q No, Dyre Avenue.

25 | Q Who is he?

1 Toure 32

2 A Coulibaly went somewhere in Brooklyn  
3 as a manager, so he called me to join him.

4 Q And you voluntarily left the car wash  
5 at Dyre Avenue to go to Brooklyn because Mr. Cou-  
6 libaly was there.

7 A Yes.

8 Q So you have worked with Mr. Coulibaly  
9 for a long time.

10 A Yes.

11 Q So you must think he's a pretty good  
12 boss.

13 MR. DiCARLO: Objection.

14 A Yes. He's good.

15 Q Is he a fair person?

16 MR. DiCARLO: Objection.

17 A Yes, he is.

18 Q So what was the name of the place you  
19 went to in Brooklyn?

20 A Lube.

21 Q What was the name of it?

22 A Lube.

23 Q Just lube, that was the name of it?

24 A Spill Lube.

25 Q S-p-i-l-l?



1 Toure 33

2 A Yeah, lube.

3 Q Spill Lube?

4 A They say lube. I don't know the, I  
5 don't know the company.

6 Q And this was in Brooklyn?

7 A I was working with him over there.

8 Q I would really appreciate it if you  
9 could say names instead of saying him so that we  
10 have a clear record.

11 A I was working with Coulibaly at  
12 that --

13 Q Thank you.

14 A (In English) Sorry.

15 Q It's okay.

16 Now, you went there in 2007; is that  
17 right?

18 A Yes.

19 Q And how long did you work there?

20 A From 2007 to January 2017.

21 Q So this is the company that you're  
22 suing now, this is where we're talking about?

23 A Yes.

24 Q And when you started working there,  
25 was it called Abko Associates?

1 Toure 34

2 A Yes.

3 Q And when you left, what was it  
4 called?

5 A They were calling it lube.

6 Q Thunder Lube, perhaps?

7 A Thunder Lube, yeah.

8 Q Those were two different companies,  
9 so you worked for one, and then when the business  
10 changed, you worked for the other one; is that  
11 correct?

12 MR. DiCARLO: Objection to form. You  
13 can answer.

14 A It's the same company. They changed  
15 the name of the company.

16 Q But you were never working for two  
17 different companies, you were always working for  
18 just one company.

19 A You talking about Brooklyn. You  
20 talking about Brooklyn?

21 Q Yes.

22 A It's the one company, they just  
23 changed the name.

24 Q Actually, that's not the case, but  
25 what I'm asking is, you were only ever working

December 28, 2017

Toure 35

for one company at a time, there was never a time where you were working for both Abko and Thunder Lube.

5           A           So I was working for one company.  
6   The name change had nothing to do with me. I  
7   didn't work for two different companies.

8 Q So when we talk about this company,  
9 when I say the company, we will understand that  
10 we mean whichever name it was at that time, okay?

11	A	Okay.
----	---	-------

12 Q And when you arrived at the company,  
13 what was your job?

14           A           I would do oil change. I was working  
15 upstairs doing oil change.

16 Q From the very beginning you were  
17 working upstairs?

18	A	Yes.
----	---	------

19 Q Now, you're suing that company now;  
20 is that right?

21	A	Yes.
----	---	------

22 Q And in your own words, can you tell  
23 me what the lawsuit is about?

24 MR. DiCARLO: Just note my objection.

25      You can answer.

1 Toure 36

2 A They're not paying me overtime. So  
3 even if they pay some commission, they're not  
4 paying overtime.

5 Q So you're saying you worked more than  
6 40 hours a week and didn't get paid for that?

7 MR. DiCARLO: Objection to form.

8 A Every week I work 60 hours, not 40.

9 Q And how many hours did you get paid  
10 for?

11 A I don't know. They give me a check  
12 and a commission.

13 Q How many hours did you get paid for?

14 A They pay 60 hours.

15 Q They paid for 60 hours. And for the  
16 hours over 40 hours, were you paid more than you  
17 were paid for the first 40 hours?

18 A No, I don't, I don't know the differ-  
19 ence, but they were paying me some -- my hourly  
20 work -- pay in a check and they giving me some  
21 commission on the side.

22 Q I'm talking just about the check now.  
23 In the check, were you paid one rate for the  
24 first 40 hours and a different rate for the next  
25 20 hours?

1 Toure 37

2 A So they were paying me the first 40  
3 hours a different rate and the next 20 hours a  
4 different rate.

5 Q And was the next 20 hours a higher  
6 rate?

7 A I don't know the difference.

8 Q So why are you saying they did not  
9 pay you overtime if they paid you for the 20  
10 hours over the first 40 hours?

11 MR. DiCARLO: Objection to form.

12 A So the commission they're paying me,  
13 they're supposed to add that to my check.  
14 They're not adding the commission to the check.

15 Q But you did receive the commission in  
16 cash; correct?

17 A Yes, they were giving me the commis-  
18 sion in cash.

19 Q So you're not denying that you re-  
20 ceived cash that you call a commission.

21 MR. DiCARLO: Objection to form. You  
22 can answer.

23 A Yes.

24 Q But you think somehow you were not  
25 paid overtime; is that your complaint?

1 Toure 38

2 A So I'm not saying that they were not  
3 paying overtime, my complaint is they're supposed  
4 to add the commission to my check. They were not  
5 doing that.

6 Q When did you become aware that you  
7 had a problem with how they were paying you?

8 A How I happened to know the difference  
9 is at the end of a year, you will see the differ-  
10 ence on the pay, but I have an argument with  
11 somebody, and when I went to check, I found out  
12 they were not doing properly.

13 Q So at the end of what year?

14 A It was some years ago, I don't remem-  
15 ber exactly, but I went to Africa and came back,  
16 and when I checked, I found out they were taking  
17 some money from my pay.

18 Q Who was taking money from your pay?

19 A My boss.

20 Q He was taking money out of your pay?

21 A So I'm not saying he taking the  
22 money, but the commission they were giving me was  
23 not the exact commission.

24 Q And why do you think it was not the  
25 exact commission?

1 Toure 39

2 A I check it, because I have a piece of  
3 paper, I was writing down every work I do during  
4 the week, so at the end of a week, when I look at  
5 what I wrote down and then they pay, I see there  
6 was a discrepancy between what I have and what  
7 they pay me for.

8 Q So the discrepancy was in the number  
9 of hours?

10 A The money.

11 Q And what was the discrepancy?

12 A So for example, if I'm supposed to  
13 have 300 a week, they pay me 200, and I don't  
14 see -- the 100 would be, like, nowhere.

15 Q So your salary was 300 and you only  
16 got 200, is that what you're saying?

17 A It's not about my pay, it's about the  
18 commission, I'm talking about the commission.

19 Q So isn't it possible that it wasn't a  
20 commission, it was just a bonus?

21 MR. DiCARLO: Objection. Calls for  
22 speculation.

23 A So I know this is a commission be-  
24 cause they themself write down on the envelope  
25 commission.

1 Toure 40

2 Q Okay, we'll get back to that.

3 So what was the commission? If you  
4 could calculate that it was wrong, you must know  
5 what the alleged commission was.

6 MR. DiCARLO: Objection to form.

7 A As I said before, the commission they  
8 calculated in such a way that it depend on what  
9 you do on the car. If I do engine flush, that  
10 would pay you seven dollars, so I would write on  
11 the piece of paper, if I do something like engine  
12 flush, I put engine flush, seven dollars, and at  
13 the end of a week, I know the different kind of  
14 work I did.

15 Q So can you tell me the entire commis-  
16 sion structure, what you thought you were sup-  
17 posed to be paid for each item?

18 A Yes, I could say everything.

19 Q Please tell us.

20 A Engine flush is for seven dollars;  
21 they say transmission, they say you have nine  
22 dollars; antifreeze is nine dollars; air filter  
23 is one dollar.

24 Q One dollar?

25 A Yeah. That's what they say, one



1 Toure 41

2 dollar. Wiper blade, one dollar.

3 Q Anything else?

4 A If you sell oil, you have one dollar  
5 or two dollars.

6 Q If you're doing an oil change,  
7 doesn't that always involve oil?

8 A There are two kind of oil. The oil  
9 at the pump, you don't get any money from that.  
10 So with the regular oil by the bottle, you have  
11 one dollar or two dollars for synthetic oil. The  
12 regular oil is one dollar, synthetic oil you have  
13 two dollars.

14 Q Anything else?

15 A There are many, but that's what I re-  
16 member.

17 Q Now, where did you get your under-  
18 standing that you would receive these amounts?

19 A So I find out because I was writing  
20 down everything I was doing during the week if  
21 it's the different kind of work. At the end of  
22 the week, if I see there is a difference, that's  
23 how I know that I'm not getting paid properly.

24 Q So it's your testimony that if you  
25 used this amount for each of these items, you did

1 Toure 42

2 not get paid what you should get.

3 A So I had my suspicions, that's why I  
4 got the piece of paper, and I was recording on  
5 the paper everything I -- work I do during the  
6 week, and when I check it, I find out they were  
7 not paying me properly.

8 Q So you were not getting these  
9 amounts.

10 A No.

11 Q Did you sometimes get more than these  
12 amounts?

13 A So the commission I mentioned, you're  
14 talking about that, or --

15 Q You said you didn't get what this  
16 would have added up to. Did you always get less  
17 or did you sometimes get more than what it added  
18 up to?

19 A Always I was getting less, I was get-  
20 ting less.

21 Q And where did you get your under-  
22 standing that you were supposed to be paid the  
23 amounts you just said?

24 A I learn it about two years ago, and  
25 then that's why I start trying to have my own

1 Toure 43

2 record about it.

3 Q So in about 2015 you learned that you  
4 should be paid this.

5 A Yes.

6 Q From 2007 to 2015, when you received  
7 cash, what did you think that was for?

8 A Before 2015, I have no idea what the  
9 difference, what -- if I -- what I'm supposed to  
10 get or not. From 2015, when I find out, that's  
11 why I get a piece of paper to try to write down  
12 everything, every work I do during the week, and  
13 to compare with the money I get paid at the end  
14 of the week.

15 Q So before 2015, you thought they were  
16 just giving you extra cash.

17 MR. DiCARLO: Objection to form.

18 A It's my commission, it's not like  
19 something they were giving me like free money or  
20 giving away.

21 Q So you said you found out that these  
22 were the amounts in 2015. How did you find out  
23 these were amounts?

24 A So I was losing money, that's the  
25 reason why I start to investigate and find out

December 28, 2017

1 Toure 44  
2 that I'm not going to pay -- I'm not getting paid  
3 accordingly.

4 MR. DiCARLO: I'm trying to clarify  
5 the question because I don't think he's  
6 understanding the question.

7 MS. MAYERSON: Could you do it on the  
8 record?

9 MR. DiCARLO: Yes.

10 She's asking you how you learned the

11 schedule.

12 THE WITNESS: Oh, okay, okay. Couli-  
13 baly is the one who told me. Coulibaly here  
14 (indicating).

15 | Q He told you that amount.

16           A           So when he asked me to come to work  
17   with him, he told me that there will be commis-  
18   sion.

19 Q And did he --

20           A           So he specified all kind of work you  
21 do and the amount of money you make when you do  
22 it. He's the one who told me exactly everything.

23 Q If he told you that when you came to  
24 work in 2007, why didn't you know it until 2015?

25 MR. DiCARLO: Objection to form. You

1 Toure 45

2 can answer.

3 A So I did not know before, and I trust  
4 him. I didn't know that I was losing money.  
5 When I start finding out that I was losing money,  
6 that's what I start to be checking, to be check-  
7 ing every piece of paper and check my work and  
8 the amount I'm making.

9 Q When you came to work in 2007, did he  
10 tell you you would get cash in addition to your  
11 paycheck?

12 A Yeah, he told me -- so he told me.  
13 He didn't say like I'm going to add some money to  
14 your pay but he say commission.

15 Q He used the exact word commission.

16 A Yes, that's what he told me.

17 Q Did he ever use the word bonus?

18 A No, he did not say no bonus.

19 Q When you learned, according to you,  
20 that you were not getting what you were entitled  
21 to, what did you do about it?

22 A So I told him, when I see that there  
23 was a problem, I went to tell him, he say --  
24 every time I say there's a problem, he will say I  
25 will check. They are the one who say the amount

1 Toure 46

2 of money they were paying for work, per job, and  
3 I would have no control over that, but when I  
4 found out there was a problem, I told him and he  
5 say he will check.

6 Q Who is him?

7 A Coulibaly.

8 Q Please use names. It's very impor-  
9 tant that you don't say him.

10 So in 2015, you told Mr. Coulibaly  
11 that there were problems.

12 A Before, before even 2015. Every time  
13 I found out that I'm getting paid less, I go and  
14 tell him, he say I will check it, and he never  
15 check it.

16 Q So why did you stay working there?

17 A Yeah, because we have been working  
18 together for long time, and then I find out he's  
19 getting too much and that's why I have com-  
20 plained.

21 Q You're getting too much --

22 A I'm losing a lot more money, so  
23 that's why I complained.

24 Q And what happened when you com-  
25 plained?

1 Toure 47

2 A All the time he tells me I will check  
3 it, but he never get back to me.

4 Q And these pieces of paper that you  
5 wrote it down on, did you keep the pieces of  
6 paper?

7 A No, I did not. I didn't keep it.

8 Q Did you keep any record of how much  
9 you think you didn't get paid?

10 A No, I didn't. So after the week,  
11 when I get my pay, when I find out there is a  
12 problem and I go tell him, he say I will check  
13 it, so I just throw the paper away.

14 Q But after months of that, didn't you  
15 want to know what was happening?

16 MR. DiCARLO: Objection to form.

17 A So I find out every time at the end  
18 of the week, even if you get less money, even if  
19 you tell them, they're not going to get that  
20 money back.

21 Q So you never received the amount of  
22 money that you felt would add up to what you were  
23 entitled to on the numbers you gave us for each  
24 process.

25 A No, I didn't. So the way they pay is

1 Toure 48

2 not like they will tell you how much the commis-  
3 sion is paid for, like the work you do during the  
4 week. We mentioned, we told me them to write  
5 down the different job you do for the total of  
6 the commission. They're not doing that.

7 Q So the money wasn't exactly calcu-  
8 lated per item?

9 A So I find out like sometimes if I'm  
10 supposed to get 300, it's only -- I get 200, or  
11 if it's 300, sometimes they gave 250, and you  
12 don't get the rest of the money.

13 Q What did you do when you didn't get  
14 the rest of the money?

15 A So what can I do? If I go and I com-  
16 plain, I say my money is not accurate, so they  
17 don't do anything about it. What else can I do?

18 Q So did you have any written treatment  
19 that you would get this money?

20 A No.

21 Q Was it at the discretion of the man-  
22 agement?

23 MR. DiCARLO: Just objection to form.

24 A So normally we are just workers, so  
25 we -- when we have problem, we talk to the man-



1 Toure 49

2 -ager who is supposed to go to the office and ex-  
3 plain or fix the problem. If they don't do it,  
4 what else can we do?

5 Q But that didn't answer my question.  
6 So if you got money that was not the amount of  
7 the commission, and that happened over and over  
8 again and you couldn't do anything about it, was  
9 the cash that you received just at the discretion  
10 of the management?

11 MR. DiCARLO: Objection to form. You  
12 can answer.

13 A Yes.

14 Q And there was no contract to give you  
15 anything over your hourly amount.

16 A I have not seen something written on  
17 a contract.

18 Q So you just took what they gave you.

19 A Yes.

20 MR. DiCARLO: Objection to form.

21 Q Let's go back to your employment.  
22 You said your employment ended in January 2017;  
23 is that correct?

24 A Yes.

25 Q And did you leave voluntarily or in-

1 Toure 50

2 voluntarily?

3 A I did not leave voluntarily, they  
4 fired me.

5 Q Who fired you?

6 A Drew (sic).

7 Q Drew who?

8 A Coulibaly knows him.

9 Q It's Dror. Why did Dror fire you?

10 A So every year, every January, they  
11 raise the pay, and Dror call us in January 2017  
12 and say that they cannot pay all the overtime now  
13 because the pay rate has gone up. So when he  
14 told us that, the rest of the people agreed, and  
15 I say I'm going to think about it. So when I  
16 come the next morning and I start working, and I  
17 was always sitting down, waiting for my manager  
18 to come. So then Dror ask again, what I told you  
19 guys the other day, everybody accept that, agree  
20 with what I say? I'm not going to be able to pay  
21 the overtime normally. I said no, I did not  
22 agree, I have not tell you -- decided yet.

23 So he told me again, he asked me  
24 again, second time. I say no, I don't agree with  
25 what you say, because if you pay me -- like I

December 28, 2017

1	Toure	51
---	-------	----

2 work 60 hours, you pay me 60 hours regular, I'm  
3 losing money, so I'm not ready to accept that.  
4 So then he told me, okay, you could go, you're  
5 fired. So I was already working on a car when he  
6 told me to go home, I didn't -- I did not stop  
7 working, and I was waiting for my manager to  
8 come.

9                                So when Coulibaly came, he went --  
10    Dror talked to him and told him that I was fired.  
11    So then when Coulibaly came towards me, he say  
12    he's going to -- he told me what Dror told him  
13    and he say he going to -- not to go yet, he would  
14    call Dror, call Dror on the phone.    Dror did not  
15    pick up the phone.    So I was still waiting, and  
16    after two hours, or more than two hours, and then  
17    I was even helping to -- the oil came, delivery,  
18    so I went to fix that, and after went I home,  
19    they say -- Coulibaly say they're going to call  
20    me.    I went home, three weeks they did not call  
21    me, and when I called, even Coulibaly was not  
22    picking up the phone.

23 Q Now, you said that after Dror fired  
24 you, Coulibaly came in and he went and talked to  
25 Dror and Dror told him that you were fired.

1 Toure 52

2 A You did not understand what I said.  
3 I said that Dror fired me. Before Coulibaly got  
4 to work, he called Coulibaly on the phone and  
5 told him that I was fired.

6 Q And how do you know what Dror said to  
7 Coulibaly on the phone?

8 A When Coulibaly got to work, he told  
9 me Dror called him already to tell him that I'm  
10 fired.

11 Q And did you have a big fight with  
12 Dror that day?

13 A He told me that I'm fired, he tell me  
14 to go home, and then I didn't say anything, I  
15 just sat down and wait for Coulibaly.

16 Q And did he tell you to go home or did  
17 he tell you that you were fired?

18 A Dror told me I was fired. If I was  
19 not fired, how can you go sit home three weeks  
20 and you calling the company and they don't pick  
21 up the phone?

22 Q Isn't it true that you had a big  
23 fight with Dror and you just went home?

24 MR. DiCARLO: Objection to form.

25 A We did not even argue, I didn't say

1 Toure 53

2 anything to him. He told me I'm fired, I just  
3 sat down, I was waiting for Coulibaly.

4 Q After the three weeks, did you find a  
5 job somewhere else?

6 A I found another job, and the two gen-  
7 tlemen went to the -- three time to the new job  
8 and tell the manager to fire me. Tell my new  
9 boss to fire me.

10 Q Who went?

11 A Dror went, Coulibaly went.

12 Q Who is your new boss?

13 A He's an Indian guy.

14 Q And where was the company?

15 A I have a copy of a check.

16 MR. DiCARLO: Leave a blank in the  
17 record.

18 MS. MAYERSON: You could look at it  
19 and refresh his memory.

20 THE WITNESS: (Hanging.)

21 A They went three times, three times to  
22 my new job and tell my boss to fire me because  
23 I'm suing them.

24 Q Okay, let's just start at the begin-  
25 ning. When did you get the new job?

1 Toure 54

2 A So after the three weeks, I have been  
3 calling them, they're not picking up the phone.  
4 I talk with a friend of mine who are working at a  
5 place who tell me to come.

6 Q Where is that place?

7 THE WITNESS: I give you the address.

8 MR. DiCARLO: They're asking you  
9 where it's located. If you don't remember,  
10 just tell them you don't remember.

11 THE WITNESS: Okay.

12 MR. DiCARLO: You got to --

13 A I don't -- I don't remember.

14 Q Do you have any documents that would  
15 refresh your memory?

16 A I could call somebody to tell me.

17 Q What is the name of the company?

18 A I don't know the name. I don't know  
19 the name of the company.

20 Q What was the name of your boss?

21 A (In English) My boss name Sakou.

22 Q Do you have any checks or other docu-  
23 ments that would show the name of the employer?

24 A No.

25 Q What did you just show your attorney?

1 Toure 55

2 A I show him a check.

3 Q So you do have a check that would  
4 show the name of the employer.

5 A You want me to show you his check?

6 MS. MAYERSON: I would ask that you  
7 supplement your document discovery with a  
8 copy of the check.

9 MR. DiCARLO: Noted, and we ask that  
10 any requests be followed up in writing.

11 Q So when did you start at this new  
12 job?

13 A After spending three weeks not work-  
14 ing, I started the work over there January 2017.

15 Q And what did you do there?

16 A The same job.

17 Q And this was a lube or a car wash or  
18 a gas station?

19 A Only lube.

20 Q Do you still work there?

21 A Yes.

22 Q Do you get paid in cash or by check?

23 A Getting paid by check.

24 Q And do you get any cash?

25 A Yes. They're adding everything to

1 Toure 56

2 the check.

3 Q So there is no cash.

4 A No.

5 Q You've alleged that people came and  
6 told your boss to fire you; is that correct?

7 A So they went there once before when I  
8 was off, and then the next time when they came I  
9 was there, so Dror has a big argument with me and  
10 my new boss told me that next time when he show  
11 up, to call the police.

12 Q So your testimony is that it was Dror  
13 who came to your new place?

14 A Dror and Coulibaly, both of them.

15 Q They came together to your new place.

16 A The first time Coulibaly went alone,  
17 the second time both of them went there.

18 Q And was there a third time?

19 A So the boss said they should not come  
20 there anymore, go there anymore. If they come, I  
21 should call the police.

22 Q But that does not answer my question.  
23 Was there a third time?

24 A He went three times.

25 Q Don't use the word he.



1 Toure 57

2 A Coulibaly went three time. He went  
3 with Dror once.

4 Q So your testimony is that Dror and  
5 Coulibaly were there together once and Coulibaly  
6 was there two more times.

7 A Coulibaly went twice by himself and  
8 then he went once with Dror.

9 Q And did you see them on all three  
10 occasions?

11 A The first time Coulibaly went, I was  
12 off; when I came, my boss told me. The second  
13 time they were together, so I saw both of them.

14 Q The first time, what did your boss  
15 tell you was the purpose of Coulibaly's visit?

16 A So the boss told me that he came  
17 down, Coulibaly came and sat down and told him  
18 what happened with them and I'm suing them now,  
19 and if he keeps me, I'm going to do the same  
20 thing to him, so he should fire me.

21 Q And when was this?

22 A In the same month, January. So when  
23 they went there the second time and I was there,  
24 they told me that he's going to destroy my work-  
25 ing life in New York, I will not get a job in New

1 Toure 58

2 York.

3 Q So we're still talking about the  
4 first time. That was in January 2017; is that  
5 correct?

6 A It may be January or February, I'm  
7 not quite sure.

8 Q And what was your boss's reaction to  
9 the visit?

10 A So my boss reaction was that he was  
11 looking for me to come to work with him for some  
12 years, and now that I'm working with them, they  
13 come and tell him stories, they should not go  
14 there anymore or I should call the police.

15 Q And was he concerned that you were  
16 suing your former employer?

17 A Yeah, he was kind of concerned, be-  
18 cause I find that after the visit, he was saying  
19 Dror would call him every day to tell him to  
20 fire, so he was concerned about what they told  
21 him. I know for sure it was a concern.

22 Q And when was the second visit?

23 A So Coulibaly went twice by himself,  
24 and the third time he went there with Dror.

25 Q And when was Coulibaly's second

1 Toure 59

2 visit.

3 A So the second time when Coulibaly  
4 came, he came straight to me and he told me that  
5 you know what you did is not right, so we're go-  
6 ing to make your life miserable, you're not going  
7 to get a job in New York at all.

8 Q And when was that?

9 A I think in February.

10 Q And between the first visit and the  
11 second visit, you said that Dror was calling your  
12 boss every day?

13 A My boss told me that he was calling  
14 him every day.

15 Q And when was the third visit?

16 A So when they came the third time,  
17 they came together, Dror and Coulibaly, and Dror  
18 came to me straight and said that they're going  
19 to fuck me up, so then after that, he went inside  
20 to talk to the boss. So Dror was so aggressive,  
21 even though he went to the boss to talk to him,  
22 he almost want to attack me in the office. It's  
23 Coulibaly who just tried to prevent him from at-  
24 tacking me.

25 Q And how do you know what Dror said to

1	Toure	60
---	-------	----

2 | your boss?

3           A           My boss told me, because my boss  
4    didn't know that I was suing them.  They went and  
5    told my boss and my boss told me exactly what  
6    they told him.

7 Q So this was all because of the law-  
8 suit?

9	A	Yes.
---	---	------

10 Q This isn't the first time you've sued  
11 your employer, is it?

12 MR. DiCARLO: Objection to form.

13           A           This is the first time.   The first  
14   one was the place was closed.

15 Q When we talk about the place that was  
16 closed, you're referring to the Amoco?

17	A	Yes.
----	---	------

18 Q And that was called Uptown Lube; is  
19 that correct?

20           A       Yes, Uptown Lube.

21 Q So you sued Uptown Lube?

22           A           I was not alone, those were all the  
23   workers.

24 Q But you did sue Uptown Lube.

25	A	Yes.
----	---	------

1 Toure 61

2 Q And what did you sue them for?

3 A So we had been working there for some  
4 years. If they were planning to close the place,  
5 they should have told us before; they did not.  
6 The day they were going to close, they work up to  
7 11 a.m. and they said they're going to close the  
8 place at 2 p.m., so all the workers get together  
9 to sue them.

10 Q And you sued them only because they  
11 didn't tell you they were going to close?

12 A Yeah, that's what it is.

13 Q You didn't claim that they didn't pay  
14 you overtime?

15 A That's part of it too.

16 Q What else was part of the suit?

17 A The closing and the overtime.

18 Q What about the spread for hours?

19 A That's the part I didn't know.

20 Q And who was your lawyer in that suit?

21 A The same lawyer.

22 Q How did you find the lawyer?

23 A I have a friend who know the lawyer.

24 Q Did you get money from that lawsuit?

25 A Yes.

1 Toure 62

2 Q How much?

3 A Everybody didn't get the same amount  
4 of money, so some people get maybe ten thousand,  
5 some people five thousand.

6 Q And how much did you get?

7 A I got five thousand.

8 Q And was there a trial in that case?

9 A No.

10 Q Did you have to give a deposition in  
11 that case?

12 A No.

13 Q Was the settlement approved by the  
14 court? If you know.

15 A I don't know.

16 Q Did you ever sue any other employer?

17 A No.

18 Q What about have you ever been in  
19 arbitration with an employer?

20 A I don't know. This is my very first  
21 time even to do something like that since I been  
22 in this country.

23 Q So you sued your previous employer  
24 and this employer and that's the only two times  
25 you've been involved in a formal dispute.

December 28, 2017

1	Toure	63
---	-------	----

2 MR. DiCARLO: Objection to form. You  
3 can answer.

4	A	No.
---	---	-----

5 | Q No, it's not the only two times?

6           A           Only those two times. As I say, the  
7 first time was -- I never done something like  
8 that, what they call deposition, so didn't sit  
9 down and talk about it like this.

10 MS. MAYERSON: Off the record.

11 (Discussion off the record.)

12 (Short recess.)

13 MS. MAYERSON: We're back on the rec-  
14 ord at 1:13.

15 Q Now, Mr. Toure, I never asked about  
16 your family background. Are you married?

17 | A Yes.

18 Q And how long have you been married?

19	A	Since 2012.
----	---	-------------

20 Q And do you have any children?

21	A	Yes.
----	---	------

22	Q	How many?
----	---	-----------

23 | A Two.

24	Q	Boys or girls?
----	---	----------------

25	A	Girls and boy.
----	---	----------------

1 Toure 64

2 Q And how old are they?

3 A One is two years, one is less than a  
4 year.

5 Q Oh, that's nice, congratulations.

6 All right, let's talk about Thunder  
7 Lube. Now, tell me again what your job descrip-  
8 tion was.

9 A I was doing oil change.

10 Q Did you start out downstairs when you  
11 started in 2007?

12 A I started upstairs at that place.

13 Q You never got trained downstairs?

14 A 2004 I was -- I start from downstairs  
15 and then --

16 Q 2004 was at another company.

17 A Where I'm working now, I have been  
18 working upstairs, not downstairs.

19 Q Okay. And can you describe what hap-  
20 pens when someone comes in for a oil change?

21 A So when somebody comes for oil  
22 change, we go and say hello, good morning or good  
23 afternoon to the person, and say what are you  
24 here for? If they say oil change, so we say  
25 okay, we're going to move the car inside. So we



December 28, 2017

1	Toure	65
---	-------	----

2 take the customer -- the car from the customer  
3 and the customer goes to an office and sit down.  
4 We take the car and evaluate what the customer  
5 needs and come and tell him what he needs, and  
6 they will say how much. So when we tell the cus-  
7 tomer how much it costs, some people will say  
8 okay, some people will say no, not today.

9 Q And who would tell the customer,  
10 would you tell the customer?

11	A	Yes.
----	---	------

12	Q	In what language did you speak to the
13		customer?

14	A	In English, yes.
----	---	------------------

15 Q Your English was good enough to an-  
16 swer any questions that the customers had?

17 | A Yes.

18 Q Did you have instructions to try to  
19 sell the customers more than what they came in  
20 for or you just let the customers decide what  
21 they want?

22           A           So we try to sell the customer more,  
23   because we get commission on what we sell.

24 Q And so how would you do that?

25 | A So when there is a problem with the

1 Toure 66

2 transmission or we need an engine flush, we will  
3 tell the customer. If they say okay, so we do  
4 it, we get something out of the sale. If he say  
5 no, so we don't do it.

6 Q When you say we do it, it's the peo-  
7 ple downstairs that actually do the work?

8 A So the person downstairs show the  
9 oil.

10 Q Show the oil or change the oil?

11 A They tell us how it is upstairs, they  
12 show us, and then we do it upstairs.

13 Q So you actually change the oil up-  
14 stairs.

15 A So they open the oil downstairs and  
16 we change it upstairs. We put the oil in up-  
17 stairs.

18 Q So you would physically change the  
19 oil.

20 A I put the oil inside.

21 Q And if they needed a transmission  
22 changed or an air filter changed, did you do that  
23 or did the people downstairs?

24 A So the person downstairs is the one  
25 who opens the transmission line; for the air

1 Toure 67

2 filter, the person upstairs does that.

3 Q How does the cashier know what to  
4 charge the customer when you are finished?

5 A So it's the same computer system  
6 where you use with the cashier. Once you do the  
7 work and you put in the system, it goes to the  
8 cashier.

9 Q So when a customer comes in and you  
10 greet the customer and they tell you what they  
11 want, you put that in the computer?

12 A Yes.

13 Q And did you have trouble putting the  
14 information in the computer?

15 A No.

16 Q Didn't you usually have to have some-  
17 one help you put information in the computer?

18 MR. DiCARLO: Objection to form.

19 A No, nobody was helping me.

20 Q So I think you testified earlier that  
21 you cannot read or write, so how were you able to  
22 put stuff in the computer?

23 A So reading and writing something on  
24 the paper is different from the computer. Once  
25 the customer comes with a car and you put the

1 Toure 68

2 number of the car, and if the car has been there  
3 before, it would show the whole thing.

4 Q So when you say the number of the  
5 car, you mean the license plate of the car?

6 A Yes.

7 Q But what if it is a new customer?

8 A So the first-time customer, you tell  
9 the customer how -- the year of the car. Once  
10 they tell you the year of the car and you put in  
11 the license plate, all the information will come  
12 down.

13 Q What is the information that comes  
14 up?

15 A So if you put the license plate and  
16 the year of the car and the mark of the car, you  
17 get all the information concerning the car.

18 Q What is that information, what does  
19 it tell you?

20 A So what you do, you put the mark of  
21 the car, the year of the car and the license  
22 plate, it will give you all the information con-  
23 cerning the car on the computer. You have to put  
24 the mark of the car.

25 MS. MAYERSON: I keep hearing him say

1 Toure 69

2 Honda Accord and I'm not hearing you say  
3 Honda Accord, so what is he saying that  
4 you're not telling me?

5 A The name Honda, Honda Accord and the  
6 Honda Sienna, so you put that information on the  
7 computer, so you get all the -- everything that  
8 concerns the car.

9 Q So when you say everything that con-  
10 cerns the car, what is the information that comes  
11 up?

12 A So after I put in the mark of the  
13 car, the year and the license plate number, when  
14 you get -- the information you get is like the  
15 transmission, about the transmission, everything  
16 that concern the brake, and then you look at if  
17 there is a problem here, you tell the customer,  
18 and if the customer agrees to do the job, you  
19 tell the customer to go inside the office and sit  
20 down and you do the job.

21 Q How does the computer know just from  
22 the make of car if there's a problem with the  
23 brakes?

24 A It's not like the computer is telling  
25 you what's wrong with the brake or this part of

1 Toure 70

2 the car. You look at it and you are the one who  
3 evaluate and tell that there is a problem here  
4 and you tell the customer.

5 Q And then do you have to put into the  
6 computer what the problem is?

7 A You don't put that, that on the com-  
8 puter, you just show the price, depending on the  
9 thing that you going to do, the job you going to  
10 do, and if the person agrees, you do the job.

11 Q So you input what job you are going  
12 to do; is that correct?

13 A Yes.

14 Q And how do you write that in the com-  
15 puter if you can't read and write?

16 MR. DiCARLO: Objection to form. You  
17 can answer.

18 A So it's not that I have to write  
19 something, there is some kind of design that say  
20 Combo 1, Combo 2, Combo 3, depending on what is  
21 the job you're going to do. Once you touch that,  
22 it shows the whole thing.

23 Q And when you put stuff into the com-  
24 puter, do you also put in which employee worked  
25 on the car?

1 Toure 71

2 A Yeah, the worker -- every worker has  
3 a code. You have to put your code. The person  
4 downstairs put a code and you upstairs put your  
5 code.

6 Q And what is your code?

7 A Where I was working before, my code  
8 was BT.

9 Q And what is the purpose of putting  
10 your code in?

11 A You put your code so that -- because  
12 you could get the commission from the work.

13 Q Is it also so the company can see who  
14 worked on which car if there's a problem?

15 MR. DiCARLO: Objection to form.

16 A Yes.

17 Q And did you ever get a report from  
18 which you could see commissions?

19 A No, no.

20 Q So the company is mainly using the  
21 information to see who worked on the car.

22 MR. DiCARLO: Objection to form.

23 A Yes.

24 MS. MAYERSON: Now, I want to show  
25 you a document. We're going to mark it as

1	Toure	72
---	-------	----

2 Defendant's Exhibit 1.

3 (Witness list was marked Defendant's  
4 Exhibit 1 for Identification.)

5 Q Now, this is a list of people that  
6 work at the lube that you used to work at? Do  
7 you know Malick Diallo?

8 | A Yes, I know him.

9 Q And what did he do there?

10 | A He was doing the same job as me.

11 Q And have you been in touch with him  
12 since you left the company?

13 | A No.

14 | Q What about Louis Lopez?

15	A	No.
----	---	-----

16 Q You don't know him?

17	A	Yeah.
----	---	-------

18 Q You know him?

19	A	Yeah.
----	---	-------

20 Q Have you stayed in touch with him  
21 since you left the company?

22           A           Since I left this place I have no  
23   contact with any of them.

24 Q Have you talked with any of them  
25 about this lawsuit?



1 Toure 73

2 A No.

3 Q Have you asked any of them to be wit-  
4 nesses in the lawsuit?

5 A No.

6 Q And you haven't talked to anybody in  
7 the company since you left.

8 A Since I left the place I called --  
9 THE INTERPRETER: I'm telling him  
10 don't say him.

11 A Coulibaly. He didn't pick up the  
12 phone; I didn't call again.

13 Q And you haven't talked to anyone  
14 else.

15 So when you were at the company, who  
16 was your immediate boss?

17 A Hagay was the big boss.

18 Q Who, who was your immediate boss, who  
19 did you talk to every day?

20 A Coulibaly.

21 Q And who did he talk to?

22 A He was talking to Hagay.

23 Q So he didn't talk to Dror?

24 A Hagay is the big boss. The person  
25 who was my boss at the place on the job is Mr.

1 Toure 74

2 Coulibaly.

3 Q And what about Dror?

4 A So Dror was like the boss of the car  
5 wash. I don't know if Dror is Coulibaly's boss,  
6 but I don't know that.

7 Q So your testimony is that Dror was  
8 the manager of the car wash and not of the lube?

9 A Yes. Coulibaly is the boss, was the  
10 boss of lube department. If Dror is the boss of  
11 Coulibaly, I don't know that. I don't know.

12 Q So did you see Dror on a day-to-day  
13 basis at the lube?

14 A So any time he comes and he see he  
15 we're sitting, he will say just sweep that place  
16 or do that, we do it.

17 Q So if Dror wasn't the manager of the  
18 lube, how did he have the ability to fire you?

19 A I don't know that, because that's the  
20 reason why when he told me I was fired, I sat  
21 down and wait for Coulibaly, because he's the one  
22 who hire me.

23 Q So Coulibaly hired you.

24 A Yes, Coulibaly is the one who hired  
25 me.

1 Toure 75

2 Q And you say that Hagay was the big  
3 boss.

4 A Yes.

5 Q How do you know that?

6 A So I know it because when he showed  
7 up at the workplace, they always say that he's  
8 the big boss, and that he has another place where  
9 Malick you mentioned was working.

10 Q And how often did he show up?

11 A (In English) Maybe a year ago I don't  
12 see him. Maybe a year, two years ago I don't see  
13 him. Sometime before he come. One week every  
14 week he come. I don't see him now year ago.  
15 Yeah, year ago.

16 Q So you said he hasn't been there in a  
17 year or two.

18 A I have not seen him for about a year.

19 Q So do you think he's still the big  
20 boss?

21 A The time I was there, he was the big  
22 boss.

23 Q And what were his responsibilities?

24 A So his job was like, every week, he  
25 would come and look at the place and go.

1 Toure 76

2 Q And when did he stop coming every  
3 week?

4 A About a year now I have not seen him.

5 Q And did he fire people?

6 A I don't know that, because he did not  
7 fire me, Dror is the one who fired me.

8 Q So you're not aware of anybody that  
9 Hagay fired.

10 A I don't know.

11 Q Other than coming and looking at the  
12 business once a week, does he have any other  
13 responsibilities?

14 A I don't know, because even if he  
15 comes, he talks to Coulibaly, I see him talking  
16 to Coulibaly, he doesn't talk to me. So he come,  
17 he talks to Coulibaly, he has nothing to tell no  
18 workers outside.

19 Q So he didn't interact with the work-  
20 ers.

21 A No.

22 Q Did Coulibaly interact with the work-  
23 ers?

24 A Yes, Coulibaly interacts with the  
25 workers, and generally he comes, say good morn-

1 Toure 77

2 ing, we say good morning, and if there is job  
3 that need to be done, he tell us to do and then  
4 we do it.

5 Q Did he have the ability to hire peo-  
6 ple?

7 A Yes, because he's the one who hired  
8 me, told me to come to work, yes.

9 Q And did he have the ability to fire  
10 people?

11 A I think that's all, because somebody  
12 who could hire me could fire you too.

13 Q Was Dror at the lube on a day-to-day  
14 basis?

15 A Every day.

16 Q And did he have the ability to hire  
17 people?

18 A Yeah, because he fired me, and I  
19 heard that he has some power, so if he, he has  
20 some power and he was able to fire me, so he  
21 could hire and fire people too.

22 Q So would it be correct to say that on  
23 a day-to-day basis, it was Coulibaly and Dror  
24 that ran the business?

25 A Yes.

1 Toure 78

2 MS. MAYERSON: I want to show you an-  
3 other exhibit. This has been Bates stamped  
4 plaintiff's 001 and 002.

5 You want to mark these as Defendant's  
6 2?

7 (Photocopy of posters was marked De-  
8 fendant's Exhibit 2 for Identification.)

9 MR. DiCARLO: I'd just like to note  
10 that these copies are almost completely  
11 illegible.

12 Q I don't need you to read them, I just  
13 want to ask you if there were posters like these  
14 hanging in the workplace when you were there.

15 A I don't know. I didn't check that.

16 Q Do you recall that there was a bulle-  
17 tin board in the shop?

18 A I don't know. I didn't check that.

19 Q Now, you indicated that you were paid  
20 for 60 hours a week; is that correct?

21 A Yes.

22 Q And did you work 60 hours every week?

23 A Yes.

24 Q And you were paid for 60 hours every  
25 week.

December 28, 2017

1	Toure	79
---	-------	----

2	A	Yes.
---	---	------

3	Q	How did you record your hours?
---	---	--------------------------------

4 | A It's on the check. It's on the  
5 | check.

6 Q But did you punch a time clock?

7	A	Yes.
---	---	------

8 | Q You did punch a time clock.

9 | A We have a card we punch, yes.

10 Q And did you do that every day?

11	A	Yes.
----	---	------

12 Q And were your hours kept track of any  
13 other way?

14 | A No.

15 Q Did the manager write down your  
16 hours?

17	A	We punched the card.
----	---	----------------------

```
18 | Q      You punched the card.
```

19	A	Yeah.
----	---	-------

20 Q And did you ever have any trouble  
21 with the time clock?

22           A           So there were two devices; if one has  
23   a problem, we use the other one.

24 Q And are they both punch cards or is  
25 one a biometric time clock?

1 Toure 80

2 A It's the same, same thing, both of  
3 them are punch.

4 Q Did you always work the full 60 hours  
5 that you were paid for?

6 A Yes. Yes.

7 Q Did you leave early sometimes and  
8 they paid you for 60 hours anyway?

9 MR. DiCARLO: Objection to form.

10 A No, that never happened, because even  
11 if you -- whatever you punch in your hours,  
12 that's what they pay you for, they don't pay you  
13 more or less.

14 Q Did there come a time when you were  
15 sick and needed to have your blood tested every  
16 other day at the hospital?

17 A Yes, I was doing that, but they don't  
18 pay me for -- whatever hour I work, that's what I  
19 get paid for.

20 Q So you didn't leave early on the days  
21 you had to go to the hospital?

22 MR. DiCARLO: Objection to form.

23 A So if I did have to go to the hospi-  
24 tal, like if I go Thursday at five, I have to  
25 come back early on Saturday to catch up to make



1 Toure 81

2 the 60 hours. Saturday or Sunday, I have to try  
3 to get the extra hours to complete the hour to  
4 60.

5 Q And what were your normal working  
6 hours?

7 A Eight in the morning to six p.m.

8 Q On what days?

9 A Monday through Friday. Monday I get  
10 off at five, I go to the hospital. Saturday I  
11 work from 8 a.m. to 8 p.m. so to catch up the  
12 time I lose going to the hospital.

13 Q So how many days a week did you work  
14 normally when you didn't have to go to the hospi-  
15 tal?

16 A Six days a week.

17 Q And which were those six days?

18 A Monday, Tuesday, Wednesday I'm off,  
19 and Thursday I'm off -- I'm off Wednesday, I work  
20 Thursday, I work Friday, I work Saturday, I work  
21 Sunday.

22 Q So you work every day except Wednes-  
23 day from eight to six.

24 A Monday I go to -- Monday and Friday I  
25 go to the hospital.

1 Toure 82

2 Q In what year were you going to the  
3 hospital?

4 A It started 2012.

5 Q And when did it continue to?

6 A Up to now.

7 Q So when you leave early on Monday,  
8 you make that hour up when?

9 A Saturday.

10 Q And you always worked exactly 60  
11 hours.

12 A Exceptionally there is a rain,  
13 sometimes they tell us to go home, otherwise I  
14 work 60 hours every week.

15 Q And when they told you to go home,  
16 did you get paid for 60 hours or less?

17 A So when you go home, they pay you the  
18 hour you worked.

19 Q So if you went home early, you would  
20 not get paid for 60 hours?

21 A No.

22 MS. MAYERSON: I'm going to show you  
23 another exhibit. This is what has been  
24 Bates stamped plaintiff's 008.

25 Can you mark this as Exhibit 3.

December 28, 2017

1	Toure	83
---	-------	----

2 (Signature report was marked Defen-  
3 dant's Exhibit 3 for Identification.)

4 Q Do you recognize this document?

5 | A      What is this? I don't know.

6 Q Do you recognize this line as having  
7 your signature (indicating)? I'm pointing to the  
8 second to the last line?

9	A	Yes.
---	---	------

10	Q	Is that your signature?
----	---	-------------------------

11	A	Yes.
----	---	------

12 Q How did you receive your pay when you  
13 received it?

14           A           So they call you, it's inside an en-  
15   velope, and when they give it to you, you sign.

16           Q       So someone would hand you an enve-  
17   lope?

18	A	Yes.
----	---	------

19	Q	Who would hand you the envelope?
----	---	----------------------------------

20           A           Coulibaly is the one who gives the  
21   envelope.

22	Q	And what day of the week was that?
----	---	------------------------------------

23	A	Every week.
----	---	-------------

24	Q	It was every week? On what day?
----	---	---------------------------------

25	A	Tuesdays.
----	---	-----------

1 Toure 84

2 Q And when he gave it to you, you  
3 signed that you received the envelope.

4 A Yes.

5 Q And would this be a weekly report  
6 where you signed that you received the envelope?

7 A Yes.

8 Q And what would be in the envelope?

9 A A check and your commission.

10 Q So there would be a check and cash in  
11 the envelope?

12 A Yes.

13 Q And would there be a pay stub in the  
14 envelope?

15 A You have your check, paycheck, and  
16 the money, and they put commission on the money.

17 Q So when you signed this document,  
18 you're signing that you received an envelope that  
19 had a check and cash in it; correct?

20 A Yes.

21 MS. MAYERSON: I'm going to show you  
22 a document which has been Bates stamped  
23 plaintiff's 041.

24 You want to mark that?

25

December 28, 2017

1	Toure	85
---	-------	----

2 (Personal earnings statement was  
3 marked Defendant's Exhibit 4 for Identifi-  
4 cation.)

5 Q Now, this is something that your at-  
6 torney provided to me as your pay stubs. Would  
7 you get a report like this in every envelope with  
8 your check?

9	A	Yes.
---	---	------

10 Q So this shows your regular pay; cor-  
11 rect?

12	A	Mm-hmm.
----	---	---------

13 Q The hours you worked; correct? You  
14 can't nod, you have to say it out loud.

15	A	Yes.
----	---	------

16	Q	Your overtime pay.
----	---	--------------------

17 | A Yes.

18	Q	The hours you worked overtime.
----	---	--------------------------------

19	A	Yes.
----	---	------

20	Q	It shows your gross pay.
----	---	--------------------------

21	A	Yes.
----	---	------

22 | Q It shows all the deductions; correct?

23	A	Yes.
----	---	------

24 | Q And it shows your net pay.

25	A	Yes.
----	---	------

1 Toure 86

2 Q And it shows year-to-date for your  
3 gross pay and your deductions; correct?

4 A Yes.

5 Q And you got a report like this every  
6 week when you got your check; correct?

7 A Yes.

8 Q Now, you worked at Thunder Lube for  
9 10 years; is that right?

10 A Yes.

11 Q Was Thunder Lube a good employer?

12 MR. DiCARLO: Objection.

13 A Yes.

14 Q When you took leaves of absences to  
15 go to Africa, did they give you money when you  
16 came back?

17 MR. DiCARLO: Just note my objection.

18 A So they didn't give me money. There  
19 is a cash money for one week when I go on vaca-  
20 tion, that's what they give me.

21 Q So when you came back in January 2017  
22 from Africa, they didn't give you a thousand dol-  
23 lars?

24 A Yes, it's my cash money.

25 Q What do you mean it was your cash

1 Toure 87

2 money?

3 A So sometimes they should pay you one-  
4 week vacation every year, so sometime I take one,  
5 two, three, three years we weren't taking any va-  
6 cation. When I go on vacation and come back,  
7 that's the money they give to me, my vacation  
8 money.

9 Q So you believe the thousand dollars  
10 was for several years of vacation pay?

11 A Yes. So if you look at it yourself,  
12 if I didn't take a vacation time three to four  
13 years, I go on vacation, they gave me thousand  
14 dollars. You calculate the one-week vacation  
15 money and add up, you will see that the thousand  
16 dollars for my vacation money.

17 Q Now, let's talk about the cash in  
18 your envelope.

19 A Okay.

20 Q What is your understanding of the  
21 meaning of the word commission?

22 MR. DiCARLO: Objection. Asked and  
23 answered.

24 A As Coulibaly himself mentioned, every  
25 work you do on the car, you have a commission.

1 Toure 88

2 Depending on the job, what kind of job you do on  
3 the car, you getting paid a commission every job,  
4 so that's what he told us.

5 Q I'm just asking you what you think  
6 the word means, not what anybody told you.

7 MR. DiCARLO: Objection. Asked and  
8 answered.

9 A So what I understand is that if you  
10 work on a car, if you do some work, you get some  
11 kind of money, that's what called a commission.

12 Q And what does the word bonus mean?

13 MR. DiCARLO: Objection.

14 A I don't know. I don't know the bo-  
15 nus. I don't even know the difference between  
16 bonus and commission. What I know, in my enve-  
17 lope I see the word commission.

18 Q Well, we'll come back to that. So  
19 you don't know the difference between bonus and  
20 commission.

21 MR. DiCARLO: Objection to form.

22 A Commission is something you getting  
23 because you do some work.

24 Q I understand.

25 A Bonus is like they give something to



1 Toure 89

2 you like a gift.

3 Q Did you ever hear anyone refer to the  
4 cash in your envelope as a bonus?

5 A No, they didn't tell me that, nobody.  
6 Nobody.

7 Q When you kept track of the work you  
8 did on the cars and what commission you thought  
9 you would deserve, did the cash in your envelope  
10 ever match the commission you thought you de-  
11 served?

12 MR. DiCARLO: Objection. Asked and  
13 answered.

14 A So I find out getting paid from the  
15 work I have done the commission. They never pay  
16 me over, they will never pay you over.

17 Q I'm not sure that you're answering  
18 the question. So you said that you kept track of  
19 the work that you did; correct?

20 A Yes.

21 Q And you gave us dollar amounts that  
22 you thought you deserved each time you did a cer-  
23 tain kind of work or sold a certain thing; cor-  
24 rect?

25 A I was writing down the job I was do-

Toure 90

ing and I know the amount of money that's paid  
per job, so when I do that -- at the end of the  
week, I find out I'm not getting paid the money I  
worked for. They never paid me more money, they  
always paid me less.

7 Q Did they ever pay you the right  
8 amount that you thought you deserved as a commis-  
9 sion?

10 MR. DiCARLO: Objection. Asked and  
11 answered.

12           A           Yeah, that's happened, because they  
13   could pay you exactly the amount of money you owe  
14   this week or two weeks in a row and the next week  
15   you get short so that you don't pay attention to  
16   it.

17 Q So sometimes you felt it was correct.

18           A           Yes.  So it's not every time that  
19   it's correct.  If they do it correct, they may do  
20   next time they don't do it correct so that you  
21   don't pay attention.

22 Q So was it correct or incorrect most  
23 often?

24 | A What is not correct is more.

25 Q So more often than not it didn't add

1 Toure 91

2 up to what you thought you should have as a com-  
3 mission.

4 MR. DiCARLO: Objection. Asked and  
5 answered.

6 A Yes.

7 Q And did you get cash every week or  
8 were there some weeks you didn't get cash?

9 MR. DiCARLO: Objection. Asked and  
10 answered.

11 A When you say cash, what do you mean,  
12 my commission or to say that they're adding some-  
13 thing to my pay?

14 Q I'm talking about the cash in your  
15 envelope.

16 A Every week I would get cash.

17 Q And you just talked about cash added  
18 to your pay. What was that for?

19 MR. DiCARLO: Objection to form.

20 A That's the commission.

21 Q So you got a check and cash every  
22 week, and you understood that the cash was a com-  
23 mission.

24 A Yes, the commission.

25 Q Now, are you aware that in the com-

December 28, 2017

1                                    Toure                                    92  
2     complaint in this case, you allege that your commis-  
3     sion that you received was \$300 every week?

4 | MR. DiCARLO: Objection to form.

5	A	Yes.
---	---	------

6	Q	And was it really \$300 every week?
---	---	-------------------------------------

7           A           It could be 300 a week or 200 a week,  
8   it depends.   So it's not like I was getting 300  
9   every week, sometime they give 200, sometime they  
10   give 300.

11 MS. MAYERSON: So I'm going to show  
12 you what has been Bates stamped as Plain-  
13 tiff's Exhibits 000120 through 000121.

14 (2012 earnings statement was marked  
15 Defendant's Exhibit 5 for Identification.)

16 THE WITNESS: What is this?

17           Q           This is a record of the checks that  
18    you received in 2012 and the cash that you  
19    received in 2012.

20	A	Okay.
----	---	-------

21 Q So this shows week by week what your  
22 paycheck was and what the cash in your envelope  
23 was.

24 Now, according to this, in 2012, you  
25 were on vacation from October 20th, 2012 until

1	Toure	93
---	-------	----

2 | January 13th, 2013.

3	A	Yes.
---	---	------

4	Q	Does that sound right?
---	---	------------------------

5	A	Yes.
---	---	------

6 Q And if you look at the last line on  
7 the second page, you got a thousand dollars vaca-  
8 tion pay.

9	A	Yes.
---	---	------

10 Q Now, for what period does that thou-  
11 sand dollars cover?

12                   A           Maybe three years.

13 Q You took 12 weeks' vacation and your  
14 testimony is you get one week of paid vacation a  
15 year.

16           A           Yes. I didn't take a vacation two to  
17   three, four years.

18 Q And does the cash look about right as  
19 the cash that you received every week?

20           A           It could be true or not. We don't  
21 have a big sheet of paper like that with all the  
22 information. We get our pay, and after we take  
23 the money and that's it, we don't, we don't get  
24 something that's like mention everything.

25 Q Well, in 2012, is this about the

1 Toure 94

2 amount of cash you were receiving every week?

3 MR. DiCARLO: Objection. Asked and  
4 answered.

5 A I cannot recall that.

6 Q And you don't have any records that  
7 would show how much cash you got.

8 A I didn't add that together, because I  
9 was getting this money. It's not like on my  
10 check, it was inside the envelope, so I didn't  
11 add the amount together. I don't know.

12 Q And did you claim the cash on your  
13 tax returns?

14 MR. DiCARLO: Note my objection.

15 A No, I don't.

16 MS. MAYERSON: We have asked for  
17 copies of your tax returns and you haven't  
18 produced them yet. I would ask that you  
19 supplement your discovery with copies of tax  
20 returns.

21 MR. DiCARLO: So noted. We ask that  
22 the request be followed up in writing.

23 MS. MAYERSON: I'm going to show you  
24 what has been Bates stamped 000122 through  
25 000123.

1 Toure 95

2 (2013 earnings statement was marked  
3 Defendant's Exhibit 6 for Identification.)

4 Q Now, this is the same type of record  
5 for the year 2013, and it shows you didn't start  
6 work until the week of January 14th that year.

7 A 2013?

8 Q Mm-hmm. Is that correct?

9 A 2013. Yes, that may be, because I go  
10 to Africa. I don't remember. I don't remember  
11 now that.

12 Q Do you have any idea whether the cash  
13 amounts are correct or not?

14 A I don't. As I told you before, if  
15 they were doing something like a printout of the  
16 commission, I would be able to track it down.  
17 They don't, they give you cash amount, so I don't  
18 remember and I was not writing down the cash  
19 amount. I don't remember if this is correct or  
20 not.

21 Q So how much cash did you usually get  
22 in your envelope?

23 MR. DiCARLO: Objection. Asked and  
24 answered.

25 A Sometimes 300, sometimes 200.

1 Toure 96

2 Q Did you ever get more than 300?

3 A That's not -- not too many times, not  
4 too many.

5 Q And did the cash have anything to do  
6 with how well the business was doing?

7 A Yes.

8 Q What was the relationship between the  
9 cash and how the business was doing?

10 A I don't understand. I don't under-  
11 stand what you mean.

12 MS. MAYERSON: Okay. I'm going to  
13 show you what's been Bates stamped -- oh, it  
14 hasn't been Bates stamped?

15 MR. HARTHEIMER: I did Bates stamp it  
16 but not this copy.

17 MS. MAYERSON: All right, so I have  
18 an un-Bates-stamped copy, I apologize. I'm  
19 going to show you the record for 2014, which  
20 I'll have marked as an exhibit.

21 (2014 earnings statement was marked  
22 Defendant's Exhibit 7 for Identification.)

23 Q Now, these are the records for 2014,  
24 and it shows that you took vacation from February  
25 27 to March 25th that year; is that correct?



1 Toure 97

2 MR. DiCARLO: March?

3 MS. MAYERSON: May 25th, I'm sorry.

4 Thank you.

5 Q That you were gone for three months,  
6 from the end of February to the end of May; is  
7 that correct?

8 A Yes.

9 Q It also shows you took vacation from  
10 December 15th to December 28th; is that correct?

11 A February I went to Africa, but not  
12 December, I didn't take vacation.

13 Q You didn't take vacation over the  
14 holidays? Were you sick?

15 A Every holiday we work. I did not.

16 Q Is it possible that you were sick?

17 A I was sick maybe for three days, not,  
18 not even a week.

19 Q Is there any reason you wouldn't have  
20 gotten a paycheck for the last two weeks of De-  
21 cember 2014?

22 A I don't know. I don't know that.  
23 It's a long time. I don't know why.

24 Q That's okay. You're sure you weren't  
25 sick during that period.

1 Toure 98

2 MR. DiCARLO: Objection to form.

3 A I don't remember. Maybe. I don't  
4 remember.

5 MS. MAYERSON: I'm going to show you  
6 the same type of record for the year 2015.

7 MR. HARTHEIMER: Two pages, right?

8 MS. MAYERSON: Mm-hmm.

9 (2015 earnings statement was marked  
10 Defendant's Exhibit 8 for Identification.)

11 Q Now, this shows that you didn't start  
12 work that year until January 12th, so you took  
13 the first two weeks off but didn't have any other  
14 vacation that year. Does that sound right to  
15 you?

16 MR. DiCARLO: I would just like to  
17 note my objection in that the prior one for  
18 2014 does extend into 2015 and into that  
19 period that you're referring to.

20 MS. MAYERSON: What?

21 MR. HARTHEIMER: The exhibit for  
22 2014 --

23 MR. DiCARLO: The last entry on the  
24 2014 --

25 MR. HARTHEIMER: Goes into January.

1 Toure 99

2 MR. DiCARLO: -- extends to January  
3 7th of 2015.

4 MS. MAYERSON: Oh, I see. But  
5 there's still one week missing. Or about  
6 five days missing.

7 MR. DiCARLO: Yes.

8 Q But you didn't take any long vaca-  
9 tions that year.

10 A No.

11 Q So just a few days off in the begin-  
12 ning of the year.

13 A So if I take a long vacation, I go to  
14 Africa, but apart from that, to take one or two  
15 weeks, no.

16 MS. MAYERSON: Okay, I'm going to  
17 show you the same record for 2016.

18 (2016 earnings statement was marked  
19 Plaintiff's Exhibit 9 for Identification.)

20 Q Now, this shows you took a three-  
21 month vacation from September 12th through De-  
22 cember 12th, 2016?

23 A Yes.

24 Q Is that correct?

25 A Yes.

1 Toure 100

2 Q And when you came back, you got a  
3 thousand dollars cash?

4 A I get a thousand dollar only once,  
5 one time. The rest of the time they give me like  
6 500, not a thousand.

7 Q And when is the one time?

8 A 2016, when I went on vacation in De-  
9 cember, when I came back, they give me a thousand  
10 dollars.

11 Q But you did take three months off, so  
12 you weren't working.

13 A So yes, I took two month, three  
14 month. When I came back, they gave me either 500  
15 or 600, not one thousand. One thousand was only  
16 once.

17 Q So a minute ago I thought you said  
18 they did give you a thousand in 2016, now you're  
19 saying they did not?

20 A They give me thousand dollars only  
21 once; after that, I have never received a thou-  
22 sand dollars.

23 Q When was it?

24 A So it is in 2016, I went on vacation,  
25 I came back in December, they gave me a thousand.

1 Toure 101

2 2012, I received 500 or \$600.

3 Q Now, 2016 was fairly recent, so can  
4 you look at the cash figures and see if you be-  
5 lieve they're what you received?

6 A I cannot say that is correct, because  
7 if you look at the amount, you have 400 twice,  
8 and you have 343, and here, this is 382. Even if  
9 you look at it, you know that something is wrong.

10 Q Why would something be wrong?

11 A So if you look at it, they pay you  
12 the amount as they want, because it's not based  
13 on, as I told you, itemized things, so I cannot  
14 tell if it's correct or not correct.

15 Q So you're saying that the cash was  
16 the amount that they wanted to pay you.

17 A Yes.

18 Q And you don't know if these are the  
19 amounts you were paid or not.

20 A So as I told you, I don't have print-  
21 out of the cash amount based on the itemized  
22 amount of the cash, so even if I received some-  
23 thing like that, I don't know if it was correct,  
24 so they just put the amount of money, cash in the  
25 envelope, so that's what we get, and I don't know

1 Toure 102

2 if it's correct or not.

3 Q And you didn't keep records for tax  
4 purposes of the cash that you received?

5 A No. So the check, the check is in-  
6 side the envelope, but the amount of the cash of  
7 the commission is written and written on the  
8 envelope.

9 Q And when you said they give you the  
10 amount that they want to give you, who did you  
11 mean by the word they?

12 A So I don't know -- it's the company,  
13 but the person I know and I could refer to if I  
14 have a problem is Mr. Coulibaly, so he's the one  
15 I always say is the one who take care of my pay.

16 Q So are you saying that he's the one  
17 who decided how much cash to put in your enve-  
18 lope?

19 MR. DiCARLO: Objection to form.

20 A So he's the one who had the informa-  
21 tion about the work we have done during the week  
22 and he's the one who take the information to the  
23 office, so if there is something, it's between  
24 him and the office, so I don't know who I should  
25 blame.

1 Toure 103

2 Q Okay. Or thank.

3 MS. MAYERSON: I'm going to show you  
4 the same type of record for the year 2017.

5 (2017 earnings statement was marked  
6 Defendant's Exhibit 10 for Identification.)

7 Q Now, according to this, you didn't  
8 work after January 8th; is that correct?

9 A Yes, I did not work.

10 Q Is that the day that you say you were  
11 fired?

12 A Yes.

13 Q And since this is fairly recent, do  
14 these cash figures look correct?

15 A Maybe it's correct. But as I told  
16 you, I want you to understand, I cannot recall  
17 that, because there's no written part of that  
18 amount.

19 Q I understand that. I just thought  
20 maybe it was recent enough that you remember.

21 A No.

22 Q What? No what?

23 A (In English) 745? For what? For  
24 the commission?

25 Q For the cash in the envelopes.

1 Toure 104

2 A No, no.

3 Q So you're saying you didn't get \$745  
4 in January?

5 A No.

6 Q What do you think you got?

7 A When I came back, it looked like I  
8 work one week or two weeks maximum. How can I  
9 get this kind of -- this amount?

10 Q I don't know, how much did you get  
11 each week normally in cash?

12 A This is the amount of the whole week?  
13 Whole week?

14 Q How much cash did you normally get in  
15 an envelope?

16 MR. DiCARLO: Objection. Asked and  
17 answered.

18 A I don't know. I didn't check -- I  
19 didn't check taking count.

20 Q So you don't have any idea how much  
21 you got paid.

22 MR. DiCARLO: Objection to form.

23 A So as I told you, when I start to  
24 find that I'm losing money, that's the time I  
25 complain to Mr. Coulibaly. But as I told you



1 Toure 105

2 again, I tell him to give us a printout for the  
3 amount of money we're getting for the commission;  
4 they don't do that, so I cannot recall what, what  
5 the amount -- about the amount.

6 Q So then how do you know it's wrong?

7 MR. DiCARLO: Objection to form.

8 A So the reason how I find out, when I  
9 start to have suspicion, I start writing down the  
10 work I do, and --

11 Q No, I'm not asking about that, I'm  
12 asking, you said that you didn't receive \$745 in  
13 cash in January. How do you know that when you  
14 don't remember what you received?

15 A So what I want to know, this is the  
16 sum, the amount of different weeks or that's --  
17 the 700 is a one-time payment?

18 Q Neither. This shows that for the  
19 week of December 26, 2016 through January 1, 2017  
20 you got a paycheck for \$406.76 and in that same  
21 envelope was cash of \$320.

22 A Yes.

23 Q Is that correct?

24 A It may be correct, but I don't know.

25 Q And it shows the next week you got a

December 28, 2017

1	Toure	106
---	-------	-----

2 | paycheck for \$472 --

3 MR. DiCARLO: You have to let her  
4 finish.

5 | Q -- and cash of \$350; is that right?

6	A	Yes.
---	---	------

7 | Q That is right.

8	A	Yes.
---	---	------

9 Q So these cash payments are correct.

10 MR. DiCARLO: Objection to form.

11           A       It may be that one or it may be more.

12 | I cannot tell, because I didn't see any paper.

13 Q But this was just a few months ago.  
14 You don't remember what you got?

15 MR. DiCARLO: Objection.

16 | A I don't remember.

17 Q Did the company or Dror ever loan you  
18 money?

19           A           No. I have worked with the company  
20       so many years, I have never borrowed money from  
21       the company. If I have some money problem, I go  
22       directly to Mr. Coulibaly and I tell him, he  
23       could give me \$200, and when I get paid, I'll  
24       give him the money right away, but never with the  
25       company.

1 Toure 107

2 Q And did you give him the money back  
3 personally or was the money deducted from your  
4 paycheck?

5 A I go give him the cash money.

6 Q In your position, did you receive  
7 tips?

8 A Yes, I would get tips. If you work  
9 on a car and the customer is happy, could give  
10 you three dollars, four, five dollars.

11 Q And was that usually in cash?

12 A Yes, in cash.

13 Q And did you get to keep all the tips?

14 A Yeah. That's for you to buy maybe  
15 food with, yeah.

16 Q But you didn't share the tips with  
17 other technicians or pool the tips, you kept the  
18 tips you got.

19 A We share it only if you work in the  
20 same car, two different persons work in the same  
21 car. If the person give you five dollars, you  
22 divide it two fifty/two fifty.

23 Q And did the company ever deduct a tip  
24 credit from your pay?

25 A They were doing that.

1 Toure 108

2 Q When did they do that?

3 A Like two, three years, they were say-  
4 ing that they taking -- deducting the tip from  
5 your check.

6 Q And in the last six years, did they  
7 deduct the tip from your check?

8 A The worker complained about it so  
9 they stopped it, because the workers said that  
10 they should not deduct the tip from our pay be-  
11 cause the tips we're getting is not enough money,  
12 so we just use it for food or something.

13 Q So when did they stop doing it?

14 A I don't recall.

15 Q Was it more than three years ago?

16 A Maybe, yes. I didn't pay attention,  
17 but maybe more than three years. So I would  
18 not -- I'm not -- I didn't go to school, I don't  
19 look my paycheck item by item or deduction by  
20 deduction. When they give me my paycheck, I just  
21 deposit the money, so I don't know exactly what  
22 is on the paycheck.

23 MR. DiCARLO: Off the record.

24 (Discussion off the record.)

25 (Luncheon recess.)

1 Toure 109

2 MS. MAYERSON: We're back on the rec-  
3 ord at 3:21.

4 MR. DiCARLO: Do you want to read  
5 back the last two?

6 MS. MAYERSON: No, no, I'm okay, I  
7 just needed a minute.

8 So I'm going to give you another ex-  
9 hibit. I'm going to give you what has been  
10 marked as -- Bates stamped as Plaintiff's  
11 P001 through P038.

12 (Photocopies of envelopes were marked  
13 Defendant's Exhibit 11 for Identification.)

14 Q Now, Mr. Toure, you mentioned a few  
15 times that your cash and paycheck were given to  
16 you in an envelope. Are these representative of  
17 the envelopes that you received in your pay in?

18 A Yes.

19 Q And these are envelopes that you  
20 saved that your pay came in?

21 A Yes.

22 Q Now, take a look at the page marked  
23 P001. Now, the envelope says New Hollywood Car  
24 Wash. Did you always get your pay in an envelope  
25 from New Hollywood Car Wash?

1 Toure 110

2 A Yes, it's the same company, yeah.  
3 That's the writing on it.

4 Q But you never worked for them, you  
5 worked for the lube company; correct?

6 A Sometimes they changing the name or  
7 the company -- it's the same company. The com-  
8 pany is the same, they changed the name from time  
9 to time.

10 Q What company is the same?

11 A You want to know who owns the company  
12 or --

13 Q No, I didn't ask that. You said the  
14 companies are the same. I want to know which  
15 companies are the same.

16 A Hollywood Car Wash and lube is the  
17 same company.

18 Q What makes you think that?

19 A So I was working at the same place,  
20 but I don't know if the name change has something  
21 to do with a different company. For me it's the  
22 same company.

23 Q But there was a car wash company and  
24 there was a lube company; correct?

25 A Yes. I was working at the lube com-

1 Toure 111

2 pany.

3 Q Right, you worked for the lube com-  
4 pany.

5 A Yes.

6 Q But the lube company gave you their  
7 paycheck in the car wash envelopes; correct?

8 A Yes.

9 Q Now, when you got your envelope, did  
10 it have your name handwritten on the front?

11 A Yes.

12 Q Now, take a look at the page marked  
13 P001. Do you know whose handwriting is on the  
14 outside of the envelope?

15 A I don't know the handwriting of the  
16 person by the handwriting, but I know the person  
17 who is in the office handling the check, the en-  
18 velope, is Jessica. I don't know if she's the  
19 one who wrote this or not.

20 Q Okay. And look at the bottom half of  
21 the page. Is that handwriting that was on the  
22 inside or the outside of the envelope?

23 A Inside. The top part is -- this one  
24 is outside (indicating), this one is inside (in-  
25 dicating).

1 Toure 112

2 Q So you pointed to the top half of the  
3 page when you said outside and you pointed to the  
4 bottom half of the page when you said inside;  
5 correct?

6 A Yes.

7 Q Do you know whose handwriting is on  
8 the bottom half of the page?

9 A I don't know.

10 Q Is that something that was on the  
11 envelope when you received it?

12 A Yes, when I opened the envelope, I  
13 see that.

14 Q And what does it say?

15 A They tell me that's the commission.

16 Q So it says 354 plus 100 equals 454.  
17 Does that mean you got \$454 in cash in that enve-  
18 lope?

19 MR. DiCARLO: Just note an objection  
20 to form.

21 A Yes.

22 Q And under the 354 it says COM. Do  
23 you know what that stands for?

24 A I don't know.

25 Q And do you know who put COM there?



1 Toure 113

2 A No, I don't know.

3 Q And under the 100, it says Winner B,  
4 as in boy. Do you know what that means?

5 A No, I don't know who wrote that.

6 Q Did you win anything?

7 A So it's like something -- the person  
8 who beats everybody in the week, by the commis-  
9 sion, they give you hundred dollars.

10 Q So what do you mean by beats every-  
11 body?

12 A Who sells more than everybody.

13 Q Take a look at the page marked P002  
14 now. Now, can you see that the outside of the  
15 envelope has a different handwriting and a dif-  
16 ferent spelling of your name than P001?

17 A Even if there is a change, I don't  
18 know who did it, but they'll give me the envelope  
19 like that.

20 Q I didn't ask that, I asked if you can  
21 see that the spelling of the name is different  
22 and the handwriting is different.

23 A Yes.

24 Q And which is the correct spelling of  
25 your name?

1 Toure 114

2 A The spelling of my name is Bakary  
3 Toure.

4 Q How do you spell it?

5 A B-a-k-r-u.

6 Q B-a-k-r-u? So neither of these are  
7 spelled correctly?

8 A There was a mistake on my ID before.  
9 Maybe that's why they have the spelling like  
10 that. So I went to change the mistake.

11 Q So which one is correct?

12 A This is the correct way (indicating).

13 Q Okay.

14 And you don't recognize the handwrit-  
15 ing on P002 either; correct?

16 A No, I don't know.

17 Q And on the inside of the envelope, it  
18 says 280 plus 50 equals 330. Does that mean that  
19 you would get \$330 in that envelope?

20 A Yes.

21 Q And when you got paid each week, was  
22 there always a number on the -- written on the  
23 inside of the envelope?

24 A Every week.

25 Q And was the number that was written

1	Toure	115
---	-------	-----

2 on the envelope always the amount of cash in the  
3 envelope?

4	A	Yes.
---	---	------

5 Q And on P002, under the 280, it says  
6 COM. Do you know what that means?

7 | A I don't know.

8 Q And under the 50 it says B. Do you  
9 know what that means?

10 | A No.

11 Q Now, take a look at P006. This says  
12 360 plus 100 equals 460. So you got \$460 cash  
13 that week; correct?

14	A	Yes.
----	---	------

15 Q And under that it says B. Do you  
16 know what that B stands for?

17 | A No, I don't know.

18	Q	Could it stand for bonus?
----	---	---------------------------

19 MR. DiCARLO: Objection. Calls for  
20 speculation.

21 | A No.

22 Q There's no question on the table.  
23 Take a look at P007. This week you  
24 got \$427; correct?

25	A	Yes.
----	---	------

1 Toure 116

2 Q And underneath that it says Bonus.  
3 Does that mean the \$427 was a bonus?

4 A It's not a bonus, it's a commission.

5 Q So even though it says Bonus, you  
6 don't think it was a bonus.

7 A That's not a bonus, that's my commis-  
8 sion. The work I do, they pay me for that, it's  
9 not extra money they give me.

10 Q And so why does it say Bonus?

11 MS. MAYERSON: What did you want to  
12 say?

13 MR. DiCARLO: I would just like to  
14 note my objection. I'm not certain that it  
15 actually does say Bonus because it's so  
16 tiny. I actually thought it said Downs.  
17 I'm not entirely sure that that says Bonus.

18 MS. MAYERSON: Look at the next page  
19 where it very clearly says Bonus.

20 MR. DiCARLO: But that's a separate  
21 envelope. I'm saying on this one that's not  
22 clear that it says Bonus.

23 Q So let's look at P008 which also says  
24 Bonus.

25 MR. DiCARLO: Objection to form.

1 Toure 117

2 MS. MAYERSON: Which says Bonus, how  
3 about that?

4 MR. DiCARLO: Okay.

5 MR. HARTHEIMER: What did you say be-  
6 fore?

7 MS. MAYERSON: Also says Bonus.

8 MR. HARTHEIMER: Okay.

9 Q So do you know whose handwriting that  
10 is that says Bonus?

11 A No.

12 So I want to know if this is one of  
13 my envelopes? Because what I don't understand  
14 is, it says 433 plus 100. My envelope don't have  
15 that.

16 Q You gave this envelope to me.

17 A Okay.

18 Q So if your envelope didn't have this,  
19 where did it come from?

20 A My envelope says commission. I don't  
21 see bonus. I don't know where the bonus is com-  
22 ing from.

23 Q So this is an envelope that you gave  
24 us, so the envelope that you gave us said Bonus.

25 A For me it's a commission, they're not

1 Toure 118

2 giving me any --

3 Q I understand you've been told to say  
4 that, but you admit it says Bonus; correct?

5 MR. DiCARLO: Please note my objec-  
6 tion to that.

7 Q But it is your position that even  
8 though it says Bonus, it's not a bonus.

9 A Yes.

10 Q So take a look at all of the pages  
11 from P009 through P025.

12 A (Witness complying.)

13 Q So all of those envelopes which you  
14 gave us say either Bonus or B; is that correct?

15 A Yes.

16 Q And do any of them refer to a commis-  
17 sion?

18 A So I have -- I saw one.

19 Q No, I'm talking about from P009.  
20 There's no mention of commission in any of the  
21 pages P009 through P025.

22 MR. DiCARLO: Note my objection to  
23 form.

24 Q Can you answer yes or no? You're not  
25 allowed to talk to your lawyer, unless there's a

1 Toure 119

2 privilege issue.

3 MR. DiCARLO: Well, I mean, if  
4 there's --

5 Did he answer the pending question?

6 MS. MAYERSON: No.

7 MR. DiCARLO: We can't say anything  
8 until you answer the question.

9 MS. MAYERSON: Can you read back the  
10 question?

11 (Record read.)

12 A There's no commission mentioned.

13 Q Now, take a look at P022.

14 A Okay, yeah.

15 Q Now, here there's a deduction of  
16 \$331, and it says the balance is \$669, which  
17 would mean there was a starting point of a thou-  
18 sand dollars. What was the thousand dollars?

19 MR. DiCARLO: Just note an objection  
20 to form.

21 A They gave me one thousand in 2012.

22 Q Okay, that's different from your pre-  
23 vious testimony, but they were -- this looks like  
24 they were paying back a thousand dollars. Did  
25 you have a thousand-dollar loan from the company?

1 Toure 120

2 MR. DiCARLO: Just note an objection.

3 A I never borrowed money from the com-  
4 pany.

5 Q It says, "Car, Alain, 669." Did you  
6 owe money for damaging a car?

7 A Even if that happened, they deduct  
8 money for me from that. This is the first time  
9 I'm seeing that. I didn't know anything about  
10 that.

11 Q Well, this can't be the first time  
12 you're seeing it because you gave us this docu-  
13 ment.

14 MR. DiCARLO: There's no question  
15 pending.

16 Q You understand that you gave us this  
17 document, so you have seen it before; correct?

18 MR. DiCARLO: Just note my objection.

19 A Yes.

20 Q And take a look at P029 through P032.

21 A (Witness complying.)

22 Q Now, the inside of these envelopes  
23 all have a number and underneath the number it  
24 says COM.

25 A Yes.



December 28, 2017

1	Toure	121
---	-------	-----

2 | Q Do you know what COM stands for?

3 MR. DiCARLO: Objection. Asked and  
4 answered.

5	A	No.
---	---	-----

6 MS. MAYERSON: I want to show you an-  
7 other exhibit. I'm showing you what has  
8 been Bates stamped M&H 000137 through 139.

9 (Arbitration agreement was marked  
10 Defendant's Exhibit 12 for Identification.)

11	Q	If you would turn to the last page.
----	---	-------------------------------------

12	A	(Witness complying.)
----	---	----------------------

13 Q Unfortunately, it's not a great copy,  
14 but is this your signature here (indicating)?

15	A	Yes.
----	---	------

16 Q Do you recognize this document?

17 | A No, I don't.

18 Q This is an arbitration agreement. Do  
19 you remember signing an agreement to arbitrate  
20 all your disputes with the lube company?

21 | A No.

22 | Q You don't remember.

23 | A No, I don't.

24 | Q But it is your signature; correct?

25	A	(In English) Let me see this one.
----	---	-----------------------------------

1 Toure 122

2 Sorry about that. Let me see this good.

3 No, this is not for me.

4 Q A minute ago it was.

5 A The signature over there, that is not  
6 my signature.

7 Q When I first showed it to you you  
8 said it was your signature.

9 A I didn't look at it properly, but now  
10 when I look at it, that's not my signature.  
11 That's not my signature.

12 Q Until you knew what it was, it was  
13 your signature.

14 MR. DiCARLO: Objection.

15 A I have my signature on my paper.  
16 That's not my signature.

17 Q And why didn't you know immediately  
18 it wasn't your signature?

19 MR. DiCARLO: Objection.

20 A So I saw Bakary Toure and I say yes,  
21 but that's not my signature, because my signature  
22 is B only. That's not me.

23 Q So you're stating under oath that  
24 this is not your signature.

25 MR. DiCARLO: Stop, stop.

1 Toure 123

2 A That's not my signature.

3 MR. DiCARLO: This line over here  
4 (indicating). Are you also referring to  
5 this line (indicating)?

6 THE WITNESS: (Indicating.)

7 MR. DiCARLO: What about this (indi-  
8 cating)?

9 Q We're only looking at this -- we're  
10 not looking at this line (indicating), we're only  
11 looking at this line (indicating).

12 MR. DiCARLO: This one (indicating),  
13 up here.

14 A Oh, this one (indicating). Yes, this  
15 one for me; bottom, not me.

16 Q No, that's somebody printing the name  
17 that's signed. So we're looking not at the bot-  
18 tom line where somebody printed the name but the  
19 line above it, is that your signature?

20 A I thought you were referring to the  
21 bottom line.

22 Q I understand the confusion and I'm  
23 sorry I was not clear but I'm referring to the  
24 line where it's typed Undersigned, next to the  
25 typed word Undersigned, is that your signature?

1 Toure 124

2 A I cannot see very well, so I cannot  
3 say if it's my signature.

4 MS. MAYERSON: Can you go get the  
5 original? Do you know where it is? We have  
6 the original. You don't have any idea where  
7 it is? See if you can find the original, or  
8 print a better copy.

9 We'll try to find the original. It's  
10 here somewhere.

11 (Whereupon David Hartheimer exited  
12 the deposition room.)

13 Q In the meantime, would you say that  
14 you were an honest employee at the lube?

15 MR. DiCARLO: Objection.

16 A So Mr. Coulibaly knows me since I  
17 start working there 2007 up to now. He could  
18 tell if I'm an honest employee or not. If I have  
19 ever even stolen a penny from the company, he  
20 will know.

21 Q Have you ever lied to your manager?

22 A So if Mr. Coulibaly is sitting here,  
23 he knows me very well, I'm not inflating my ego,  
24 so he could tell if I -- every time when he come,  
25 I tell him something, he just trusts me, because

1	Toure	125
---	-------	-----

2 | he knows I tell the truth.

3 MR. DiCARLO: I want you to listen to  
4 her question. If she asks you a yes or no  
5 question, answer yes or no.

6 MS. MAYERSON: I would appreciate  
7 that too.

8 THE WITNESS: Okay.

9 Q So could you answer the question, did  
10 you ever lie to your manager?

11 | A I have never lied to my manager.

12 Q Have you ever damaged any cars in the  
13 course of conducting the business?

14	A	Yes.
----	---	------

15 Q And when you damaged the cars, did  
16 you sometimes deny that you had damaged them?

17 MR. DiCARLO: Just objection to form.

18           A           How can you lie if you are the one  
19   dealing with the car and there is a damage?  You  
20   cannot lie.

21 Q So you're stating that you never lied  
22 about damaging a car.

23           A           So since I start working there up to  
24   the time I left, if I recall, I may have damaged  
25   a car twice. Once I was trying to go backwards

1 Toure 126

2 and then I touched something. That's it.

3 Q Did Mr. Coulibaly ever have to go  
4 look at the videotape to see that you had damaged  
5 a car when you said you didn't?

6 MR. DiCARLO: Just note my objection.

7 A No.

8 Q Have you ever been arrested?

9 A Yes.

10 Q How many times?

11 MR. DiCARLO: Just note my objection.

12 A Once.

13 Q What were you arrested for?

14 A I fought somebody. It's not like I  
15 damaged something, but I fought with somebody.

16 Q Were you convicted of anything?

17 A They let me go. I was not.

18 (Whereupon David Hartheimer re-en-  
19 tered the deposition room.)

20 Q And when did the fight take place?

21 A I don't remember exactly. Maybe  
22 2011.

23 Q And where were you when the fight  
24 took place?

25 A I was working with Coulibaly.

1 Toure 127

2 Q And you got into a fight with a cus-  
3 tomer or another worker?

4 A A co-worker, not a customer.

5 Q And who called the police?

6 A I don't know, because somebody men-  
7 tioned that there was a police officer doing oil  
8 change. That person, police officer, called the  
9 police, the cops.

10 Q Were you in any other fights at your  
11 place of work?

12 A No.

13 Q And were police ever called more than  
14 that one time?

15 A No.

16 MS. MAYERSON: We have a better copy  
17 of the arbitration agreement. Do you want  
18 to see the better copy?

19 MR. DiCARLO: Yes, please.

20 MS. MAYERSON: (Handing.)

21 MR. DiCARLO: Thank you.

22 (Arbitration agreement was marked De-  
23 fendant's Exhibit 12A for Identification.)

24 Q Now, looking at the last page of Ex-  
25 hibit 12A, next to the typed word Undersigned, is

1 Toure 128

2 that your signature?

3 A Yes.

4 Q Yes, okay.

5 Now, have you ever discussed the  
6 claims in this lawsuit with anyone other than  
7 your attorney?

8 A No, I did not tell anybody.

9 Q Your attorney has given us the check  
10 stubs that I showed you earlier and the envelopes  
11 that I showed you earlier. Do you have any other  
12 employment records in your possession?

13 A What kind of -- you want paper or --

14 Q Anything having to do with the time  
15 that you were at the lube whatsoever.

16 A The picture of the envelope here, I  
17 have some envelope.

18 Q Do you have more envelopes than what  
19 you gave me?

20 A No.

21 Q And then do you have anything else  
22 relating to your employment?

23 A No, I don't have anything else.

24 Q Now, in our document demand we asked  
25 if you were aware of any documents which disprove



December 28, 2017

1                                Toure                                129  
2     the allegations in your complaint. Are you aware  
3     of anything like that?

4 MR. DiCARLO: Just note my objection  
5 to the extent it calls for a legal conclu-  
6 sion.

7 | A I'm not aware of that. I don't know.

8 Q Do you have any documents showing the  
9 commission structure that you testified to?

10 MR. DiCARLO: Objection. Asked and  
11 answered.

12           A           I don't have anything except the en-  
13   velope I gave, because when I start working  
14   there, Mr. Coulibaly told me commission. That's  
15   what I know about commission.

16 Q Have you ever heard of a Mr. Weinreb.

17 | A No.

18 Q Now, did there come a time when Dror  
19 needed to write a letter for you to help you get  
20 Medicare?

21           A           No, Dror did not write a letter for  
22   me.  My Medicare, I got it through the doctor,  
23   not him.  I asked them to write a letter for me,  
24   they did not accept.

25	Q	You asked who to write a letter for
----	---	-------------------------------------

1	Toure	130
---	-------	-----

2 | you?

3           A           Mr. Coulibaly.  Everything I do, I  
4   tell Mr. Coulibaly.

5 Q So you asked him to write what kind  
6 of letter for you?

7           A           So I was looking for an apartment  
8   where I could live, I asked them they could write  
9   a letter for me, they said the company does not  
10 do that.

11 MS. MAYERSON: I think we may be  
12 done. Can we just take a five-minute break  
13 so I can confer with my partner?

14 MR. DiCARLO: Sure.

15 MS. MAYERSON: It is 4:04.

16 | (Short recess.)

17 MS. MAYERSON: We're back on the rec-  
18 ord at 4:08.

19                   Mr. Toure, thank you very much for  
20                   your time. We don't have any further ques-  
21                   tions and we really appreciate your time and  
22                   patience.

23

24 (Continued on next page.)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Toure

131

MR. DiCARLO: All right, thank you  
very much.

(Time noted: 4:08 p.m.)

oOo

-----  
Bakary Toure

Sworn and subscribed to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2017  
-----

1			132
2		E X H I B I T S	
3			
4	DEFENDANT'S	DESCRIPTION	PAGE
5	1	Witness list	72
6	2	Photocopies of	78
7		posters	
8	3	Signature report	83
9	4	Earnings statement	85
10	5	2012 earnings	92
11	6	2013 earnings	95
12	7	2014 earnings	96
13	8	2015 earnings	98
14	9	2016 earnings	99
15	10	2017 earnings	103
16	11	Photocopies of	109
17		envelopes	
18	12	Arbitration agree-	121
19		ment	
20	12A	Arbitration agree-	127
21		ment	
22			
23			
24			
25			

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

133

Information Requested to be Supplied

Page/Line

55/6 Copy of paycheck.

94/16 Copies of tax returns.

134

C E R T I F I C A T E

STATE OF NEW YORK )

) ss

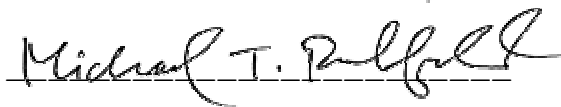
COUNTY OF NEW YORK )

I, MICHAEL T. REHFELD, a Shorthand  
Reporter and Notary Public within and for the  
State of New York, do hereby certify:

That BAKARY TOURE, the witness whose  
examination was held on December 28, 2017, as  
hereinbefore set forth, was duly sworn by me, and  
that this transcript of such examination is a  
true record of the testimony given by such wit-  
ness.

I further certify that I am not related  
to any of the parties to this action by blood or  
marriage, and that I am in no way interested in  
the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my  
hand this 31st day of December, 2017.

  
Michael T. Rehfeld

December 28, 2017

Page 135

<b>A</b>				
<b>a.m (4)</b> 1:13 5:17 61:7 81:11	<b>adding (4)</b> 28:16 37:14 55:25 91:12	<b>air (3)</b> 40:22 66:22,25	<b>answer (27)</b> 6:11,13,13,15 6:24 7:11,12 8:2 9:2 21:3 23:25 24:20 25:13 34:13 35:25 37:22 45:2 49:5,12 56:22 63:3 70:17 118:24 119:5,8 125:5 125:9	<b>arbitration (7)</b> 62:19 121:9,18 127:17,22 132:16,18
<b>ABDUL (1)</b> 2:6	<b>addition (4)</b> 6:18 22:15 31:8 45:10	<b>Alain (3)</b> 2:15 5:15 120:5		<b>argue (1)</b> 52:25
<b>ability (4)</b> 74:18 77:5,9 77:16	<b>address (2)</b> 4:13 54:7	<b>alcohol (2)</b> 9:19,21		<b>argument (2)</b> 38:10 56:9
<b>Abko (4)</b> 1:7 4:21 33:25 35:3	<b>administer (1)</b> 3:12	<b>allegations (1)</b> 129:2		<b>arrested (2)</b> 126:8,13
<b>able (4)</b> 50:20 67:21 77:20 95:16	<b>admit (1)</b> 118:4	<b>allege (1)</b> 92:2		<b>arrived (1)</b> 35:12
<b>Abou (3)</b> 2:16 4:2 5:8	<b>affect (1)</b> 10:3	<b>alleged (2)</b> 40:5 56:5	<b>answered (11)</b> 87:23 88:8 89:13 90:11 91:5,10 94:4 95:24 104:17 121:4 129:11	<b>asked (23)</b> 5:21 44:16 50:23 63:15 73:3 87:22 88:7 89:12 90:10 91:4,9 94:3,16 95:23 104:16 113:20 121:3 128:24 129:10,23,25 130:5,8
<b>absences (1)</b> 86:14	<b>Africa (6)</b> 38:15 86:15,22 95:10 97:11 99:14	<b>allowed (2)</b> 17:5 118:25		
<b>accept (3)</b> 50:19 51:3 129:24	<b>afternoon (1)</b> 64:23	<b>Amoco (17)</b> 20:17 21:16 22:5 23:11 24:13,14 27:7 27:19,22 28:3 28:6,20 29:3 29:16,21 30:2 60:16	<b>answering (1)</b> 89:17	
<b>accompanied...</b> 5:10	<b>against- (1)</b> 1:6	<b>amount (34)</b> 26:24 31:16 41:25 44:15 44:21 45:8,25 47:21 49:6,15 62:3 90:2,8 90:13 94:2,11 95:17,19 101:7,12,16 101:21,22,24 102:6,10 103:18 104:9 104:12 105:3 105:5,5,16 115:2	<b>answers (4)</b> 4:5 6:5 7:9 9:6	
<b>Accompanyi...</b> 5:13	<b>agement (1)</b> 48:22		<b>antifreeze (1)</b> 40:22	
<b>Accord (3)</b> 69:2,3,5	<b>ager (1)</b> 49:2		<b>anybody (4)</b> 73:6 76:8 88:6 128:8	<b>asking (8)</b> 7:9,23 34:25 44:10 54:8 88:5 105:11 105:12
<b>accurate (1)</b> 48:16	<b>aggressive (1)</b> 59:20		<b>anymore (3)</b> 56:20,20 58:14	
<b>accurately (1)</b> 8:6	<b>ago (10)</b> 38:14 42:24 75:11,12,14 75:15 100:17 106:13 108:15 122:4		<b>anyway (1)</b> 80:8	<b>asks (1)</b> 125:4
<b>acknowledge...</b> 5:24			<b>apart (1)</b> 99:14	<b>Associates (3)</b> 1:7 4:21 33:25
<b>action (2)</b> 5:2 134:17	<b>agree (3)</b> 50:19,22,24		<b>apartment (2)</b> 4:16 130:7	<b>at- (2)</b> 59:23 85:5
<b>add (10)</b> 25:18 27:3 37:13 38:4 45:13 47:22 87:15 90:25 94:8,11	<b>agree- (2)</b> 132:16,18		<b>apologize (1)</b> 96:18	<b>attack (1)</b> 59:22
<b>added (3)</b> 42:16,17 91:17	<b>agreed (4)</b> 3:7,15,18 50:14	<b>amounts (9)</b> 41:18 42:9,12 42:23 43:22 43:23 89:21 95:13 101:19	<b>appreciate (3)</b> 33:8 125:6 130:21	<b>attended (1)</b> 14:2
<b>addi- (1)</b> 24:4	<b>agreement (5)</b> 121:9,18,19 127:17,22	<b>an- (5)</b> 8:9,16 65:15 78:2 121:6	<b>approved (1)</b> 62:13	<b>attention (3)</b> 90:15,21 108:16
	<b>agrees (2)</b> 69:18 70:10		<b>approximatel...</b> 5:17	<b>attorney (6)</b> 2:6 10:24 11:3 54:25 128:7,9
			<b>arbitrate (1)</b> 121:19	<b>attorneys (4)</b>

December 28, 2017

Page 136

2:10 3:8,19 3:21 <b>authori- (1)</b> 27:9 <b>authorizatio...</b> 16:19 19:24 20:2,5 27:12 27:17 <b>authorized (1)</b> 3:12 <b>Avenue (9)</b> 1:11 2:7,11 4:15 30:4,6 30:20 31:22 32:5 <b>aware (7)</b> 10:10 38:6 76:8 91:25 128:25 129:2 129:7	1:4,15 <b>Bakary (7)</b> 4:15,20,20 114:2 122:20 131:7 134:10 <b>balance (1)</b> 119:16 <b>baly (1)</b> 44:13 <b>Bambara (9)</b> 2:16 4:5 5:7,21 5:25 6:14,14 6:18,22 <b>based (5)</b> 22:21 24:18 25:20 101:12 101:21 <b>basis (4)</b> 7:4 74:13 77:14,23 <b>Bates (10)</b> 78:3 82:24 84:22 92:12 94:24 96:13 96:14,15 109:10 121:8 <b>be- (7)</b> 5:3 6:21 39:23 58:17 101:4 108:10 117:5 <b>beats (2)</b> 113:8,10 <b>begin- (2)</b> 53:24 99:11 <b>beginning (1)</b> 35:16 <b>behalf (1)</b> 7:10 <b>believe (1)</b> 87:9 <b>ber (2)</b> 7:17 38:15 <b>better (3)</b> 124:8 127:16 127:18 <b>big (10)</b>	52:11,22 56:9 73:17,24 75:2 75:8,19,21 93:21 <b>biometric (1)</b> 79:25 <b>bit (1)</b> 11:12 <b>blade (1)</b> 41:2 <b>blame (1)</b> 102:25 <b>blank (1)</b> 53:16 <b>blood (2)</b> 80:15 134:17 <b>bo- (1)</b> 88:14 <b>board (1)</b> 78:17 <b>body (1)</b> 113:11 <b>bonus (34)</b> 16:23 25:20,23 39:20 45:17 45:18 88:12 88:16,19,25 89:4 115:18 116:2,3,4,5,6 116:7,10,15 116:17,19,22 116:24 117:2 117:7,10,21 117:21,24 118:4,8,8,14 <b>born (6)</b> 11:13,16,18,22 14:9,13 <b>borrowed (2)</b> 106:20 120:3 <b>boss (41)</b> 26:4,5,6,8 32:12 38:19 53:9,12,22 54:20,21 56:6 56:10,19	57:12,14,16 58:10 59:12 59:13,20,21 60:2,3,3,5,5 73:16,17,18 73:24,25 74:4 74:5,9,10,10 75:3,8,20,22 <b>boss's (1)</b> 58:8 <b>bosses (1)</b> 26:3 <b>bot- (1)</b> 123:17 <b>bottle (1)</b> 41:10 <b>bottom (5)</b> 111:20 112:4,8 123:15,21 <b>boy (2)</b> 63:25 113:4 <b>Boys (1)</b> 63:24 <b>brake (2)</b> 69:16,25 <b>brakes (1)</b> 69:23 <b>break (4)</b> 8:24,25 9:3 130:12 <b>Bronx (12)</b> 15:12 17:17,22 18:9,19,20 29:11,20 30:3 30:6,18 31:21 <b>Brooklyn (9)</b> 29:23,24 31:24 32:2,5,19 33:6 34:19,20 <b>brothers (1)</b> 15:4 <b>BT (1)</b> 71:8 <b>bulle- (1)</b> 78:16 <b>busi- (1)</b>	20:15 <b>business (7)</b> 18:12 34:9 76:12 77:24 96:6,9 125:13 <b>buy (1)</b> 107:14 <hr/> <b>C</b> <hr/> <b>c (3)</b> 2:3 134:3,3 <b>calcu- (2)</b> 31:11 48:7 <b>calculate (2)</b> 40:4 87:14 <b>calculated (1)</b> 40:8 <b>calculating (1)</b> 26:23 <b>call (17)</b> 6:25 29:13 30:4 37:20 50:11 51:14 51:14,19,20 54:16 56:11 56:21 58:14 58:19 63:8 73:12 83:14 <b>called (14)</b> 29:23 30:18 32:3 33:25 34:4 51:21 52:4,9 60:18 73:8 88:11 127:5,8,13 <b>calling (6)</b> 24:25 34:5 52:20 54:3 59:11,13 <b>calls (3)</b> 39:21 115:19 129:5 <b>car (85)</b> 15:10,11,12,13 15:16,18,22 15:24,24,25
--	---	---	--	---



December 28, 2017

Page 137

17:7,15,16,17	20:7 22:10,11	<b>cer- (1)</b>	42:6 45:7,25	22:2 28:20,23
17:22 18:2,11	22:15 24:4,8	89:22	46:5,14,15	28:24,25 29:5
18:13,17	24:10 27:5,9	<b>cerning (1)</b>	47:2,12 53:15	29:7,9,17,19
19:12,17,19	27:21,23	68:23	55:2,3,5,8,22	60:14,16
19:23 20:11	28:17 31:2,5	<b>cerns (1)</b>	55:23 56:2	<b>closing (1)</b>
20:18 23:2,6	37:16,18,20	69:10	78:15,18 79:4	61:17
25:5,11,16	43:7,16 45:10	<b>certain (4)</b>	79:5 84:9,10	<b>cloths (1)</b>
26:20 27:2	49:9 55:22,24	8:17 26:24	84:15,19 85:8	15:25
30:10,12 32:4	56:3 84:10,19	89:23 116:14	86:6 91:21	<b>co-worker (1)</b>
40:9 51:5	86:19,24,25	<b>certification ...</b>	94:10 102:5,5	127:4
55:17 64:25	87:17 89:4,9	3:10	104:18,19	<b>code (9)</b>
65:2,4 67:25	91:7,8,11,14	<b>certify (2)</b>	108:5,7	4:17 71:3,3,4,5
68:2,2,5,5,9	91:16,17,21	134:9,16	111:17 128:9	71:6,7,10,11
68:10,16,16	91:22 92:18	<b>cess (1)</b>	<b>check- (1)</b>	<b>COM (5)</b>
68:17,21,21	92:22 93:18	10:4	45:6	112:22,25
68:23,24 69:8	93:19 94:2,7	<b>change (28)</b>	<b>checked (1)</b>	115:6 120:24
69:10,13,22	94:12 95:12	17:9,14,20	38:16	121:2
70:2,25 71:14	95:17,18,21	18:23 19:8,10	<b>checking (1)</b>	<b>com- (18)</b>
71:21 74:4,8	96:5,9 100:3	19:13,15 21:9	45:6	10:11 16:23
87:25 88:3,10	101:4,15,21	21:11,13	<b>checks (2)</b>	25:6 31:14
107:9,20,21	101:22,24	30:13 35:6,14	54:22 92:17	46:19,24
109:23,25	102:4,6,17	35:15 41:6	<b>children (1)</b>	48:15 70:7,14
110:16,23	103:14,25	64:9,20,22,24	63:20	70:23 91:2,22
111:7 120:5,6	104:11,14	66:10,13,16	<b>citizenship (1)</b>	91:25 110:7
125:19,22,25	105:13,21	66:18 110:20	13:7	110:25 111:3
126:5	106:5,9 107:5	113:17	<b>Civil (1)</b>	117:21 120:3
<b>card (13)</b>	107:11,12	114:10 127:8	5:2	<b>Combo (3)</b>
13:6,8,11,14	109:15	<b>changed (7)</b>	<b>claim (2)</b>	70:20,20,20
20:5 27:10,12	112:17 115:2	21:18 34:10,14	61:13 94:12	<b>come (34)</b>
27:13,14,14	115:12	34:23 66:22	<b>claims (1)</b>	11:24 12:3,12
79:9,17,18	<b>cashier (3)</b>	66:22 110:8	128:6	12:17,20 13:4
<b>cards (1)</b>	67:3,6,8	<b>changing (2)</b>	<b>clarify (2)</b>	13:9 14:25
79:24	<b>catch (2)</b>	20:22 110:6	7:18 44:4	15:7 23:2
<b>care (2)</b>	80:25 81:11	<b>characterize...</b>	<b>clean (1)</b>	24:7 44:16
25:5 102:15	<b>cating (1)</b>	16:20	25:5	50:16,18 51:8
<b>cars (4)</b>	123:8	<b>charge (2)</b>	<b>clear (3)</b>	54:5 56:19,20
26:17 89:8	<b>cation (2)</b>	3:22 67:4	33:10 116:22	58:11,13 65:5
125:12,15	85:4 87:6	<b>check (56)</b>	123:23	68:11 75:13
<b>case (6)</b>	<b>cause (3)</b>	16:5 19:21,25	<b>clearly (1)</b>	75:14,25
4:20 7:11	39:24 58:18	22:10 24:7	116:19	76:16 77:8
34:24 62:8,11	108:11	26:19 27:18	<b>clock (4)</b>	80:14,25 87:6
92:2	<b>ceived (1)</b>	27:20,23 31:2	79:6,8,21,25	88:18 117:19
<b>cash (86)</b>	37:20	31:5 36:11,20	<b>close (6)</b>	124:24
16:5,6,10,14	<b>cember (3)</b>	36:22,23	29:2,4 61:4,6,7	129:18
16:17,20,22	97:21 99:22	37:13,14 38:4	61:11	<b>comes (10)</b>
16:23 19:22	100:9	38:11 39:2	<b>closed (12)</b>	15:24 64:20,21

December 28, 2017

Page 138

67:9,25 68:13 69:10 74:14 76:15,25 <b>comfortable ...</b> 8:22 <b>coming (4)</b> 10:18 14:11 76:2,11 <b>Commercial ...</b> 13:5,5 <b>commis- (15)</b> 22:23 23:11 24:2 25:16 26:6,9 37:17 40:15 44:17 48:2 90:8 92:2 113:8 116:7 118:16 <b>commission (...)</b> 22:20,21,25 23:4,9,14,21 23:22 24:7,15 24:23,24,25 25:8,9,19,24 27:21 31:10 31:11 36:3,12 36:21 37:12 37:14,15,20 38:4,22,23,25 39:18,18,20 39:23,25 40:3 40:5,7 42:13 43:18 45:14 45:15 48:6 49:7 65:23 71:12 84:9,16 87:21,25 88:3 88:11,16,17 88:20,22 89:8 89:10,15 91:12,20,24 95:16 102:7 103:24 105:3 112:15 116:4 117:20,25 118:20	119:12 129:9 129:14,15 <b>commissions ...</b> 71:18 <b>companies (5)</b> 34:8,17 35:7 110:14,15 <b>company (46)</b> 30:7 33:5,21 34:14,15,18 34:22 35:2,5 35:8,9,12,19 52:20 53:14 54:17,19 64:16 71:13 71:20 72:12 72:21 73:7,15 102:12 106:17,19,21 106:25 107:23 110:2 110:5,7,7,10 110:11,17,21 110:22,23,24 111:6 119:25 121:20 124:19 130:9 <b>compare (1)</b> 43:13 <b>competence (1)</b> 9:16 <b>complain (1)</b> 104:25 <b>complained (2)</b> 46:23 108:8 <b>complaint (3)</b> 37:25 38:3 129:2 <b>complete (1)</b> 81:3 <b>completely (3)</b> 9:11 10:8 78:10 <b>complying (3)</b> 118:12 120:21 121:12	<b>computer (11)</b> 67:5,11,14,17 67:22,24 68:23 69:7,21 69:24 70:6 <b>con- (2)</b> 68:22 69:9 <b>concern (2)</b> 58:21 69:16 <b>concerned (3)</b> 58:15,17,20 <b>concerning (1)</b> 68:17 <b>concerns (1)</b> 69:8 <b>conclu- (1)</b> 129:5 <b>conducted (1)</b> 5:3 <b>conducting (1)</b> 125:13 <b>confer (1)</b> 130:13 <b>confusion (1)</b> 123:22 <b>congratulati...</b> 64:5 <b>consumed (1)</b> 9:19 <b>contact (1)</b> 72:23 <b>continue (1)</b> 82:5 <b>Continued (1)</b> 130:24 <b>contract (2)</b> 49:14,17 <b>control (2)</b> 27:3 46:3 <b>convicted (1)</b> 126:16 <b>copies (4)</b> 78:10 94:17,19 133:5 <b>cops (1)</b> 127:9	<b>copy (10)</b> 3:20 53:15 55:8 96:16,18 121:13 124:8 127:16,18 133:4 <b>cor- (3)</b> 17:22 85:10 89:23 <b>correct (58)</b> 5:20 17:18 19:19 27:18 28:20 34:11 37:16 49:23 56:6 58:5 60:19 70:12 77:22 78:20 84:19 85:13 85:22 86:3,6 89:19 90:17 90:19,19,20 90:22,24 95:8 95:13,19 96:25 97:7,10 99:24 101:6 101:14,14,23 102:2 103:8 103:14,15 105:23,24 106:9 110:5 110:24 111:7 112:5 113:24 114:11,12,15 115:13,24 118:4,14 120:17 121:24 <b>correctly (2)</b> 10:8 114:7 <b>costs (1)</b> 65:7 <b>Cou- (1)</b> 32:5 <b>Couli- (1)</b> 44:12 <b>Coulibaly (62)</b>	2:15 5:15 20:14 26:13 29:15 32:2,8 33:11 44:13 46:7,10 50:8 51:9,11,19,21 51:24 52:3,4 52:7,8,15 53:3,11 56:14 56:16 57:2,5 57:5,7,11,17 58:23 59:3,17 59:23 73:11 73:20 74:2,9 74:11,21,23 74:24 76:15 76:16,17,22 76:24 77:23 83:20 87:24 102:14 104:25 106:22 124:16,22 126:3,25 129:14 130:3 130:4 <b>Coulibaly's (3)</b> 57:15 58:25 74:5 <b>counsel (3)</b> 2:8 5:11 8:14 <b>count (2)</b> 9:13 104:19 <b>country (1)</b> 62:22 <b>COUNTY (1)</b> 134:5 <b>course (1)</b> 125:13 <b>court (9)</b> 1:2 3:14 4:23 5:4,19 7:18 8:5,10 62:14 <b>cover (1)</b> 93:11 <b>credit (1)</b>
---	--	---	--	--

December 28, 2017

Page 139

107:24	131:10	98:10 103:6	70:19	120:2,14,18
<b>curity (1)</b>	134:21	109:13	<b>destroy (1)</b>	121:3 122:14
19:19	<b>day-to-day (4)</b>	121:10 132:3	57:24	122:19,25
<b>currently (1)</b>	7:4 74:12	<b>defendants (5)</b>	<b>devices (1)</b>	123:3,7,12
4:22	77:13,23	1:8 2:10 4:19	79:22	124:15 125:3
<b>cus- (2)</b>	<b>days (8)</b>	5:15 7:10	<b>Diallo (1)</b>	125:17 126:6
65:6 127:2	80:20 81:8,13	<b>Deitz (1)</b>	72:7	126:11
<b>customer (22)</b>	81:16,17	5:5	<b>DiCARLO (...)</b>	127:19,21
65:2,2,3,4,9,10	97:17 99:6,11	<b>delivery (1)</b>	2:8 5:11 6:23	129:4,10
65:13,22 66:3	<b>de- (6)</b>	51:17	21:2 23:24	130:14 131:2
67:4,9,10,25	78:7 89:10	<b>demand (1)</b>	24:19 25:3,12	<b>dicating (1)</b>
68:7,8,9	97:20 99:21	128:24	25:22 26:15	111:25
69:17,18,19	100:8 127:22	<b>deny (1)</b>	26:21 31:18	<b>dif- (2)</b>
70:4 107:9	<b>dealing (1)</b>	125:16	32:13,16	16:8 113:15
127:4	125:19	<b>denying (1)</b>	34:12 35:24	<b>differ- (3)</b>
<b>customers (3)</b>	<b>December (10)</b>	37:19	36:7 37:11,21	24:14 36:18
65:16,19,20	1:13 5:16	<b>department (1)</b>	39:21 40:6	38:9
<b>D</b>	12:19 97:10	74:10	43:17 44:4,9	<b>difference (9)</b>
<b>D (1)</b>	97:10,12	<b>depend (1)</b>	44:25 47:16	24:17 26:22
5:8	100:25	40:8	48:23 49:11	31:14 37:7
<b>D-y-e (1)</b>	105:19	<b>depending (3)</b>	49:20 52:24	38:8 41:22
30:5	134:11,21	70:8,20 88:2	53:16 54:8,12	43:9 88:15,19
<b>damage (1)</b>	<b>decide (1)</b>	<b>depends (2)</b>	55:9 60:12	<b>different (22)</b>
125:19	65:20	25:15 92:8	63:2 67:18	18:2,5,12
<b>damaged (6)</b>	<b>decided (2)</b>	<b>deposi- (1)</b>	70:16 71:15	28:14 29:20
125:12,15,16	50:22 102:17	11:6	71:22 78:9	34:8,17 35:7
125:24 126:4	<b>deduct (4)</b>	<b>deposit (1)</b>	80:9,22 86:12	36:24 37:3,4
126:15	107:23 108:7	108:21	86:17 87:22	40:13 41:21
<b>damaging (2)</b>	108:10 120:7	<b>deposition (12)</b>	88:7,13,21	48:5 67:24
120:6 125:22	<b>deducted (1)</b>	3:10,11 4:18	89:12 90:10	105:16
<b>dant's (1)</b>	107:3	5:3 7:7 10:15	91:4,9,19	107:20
83:3	<b>deducting (1)</b>	10:24 11:4	92:4 94:3,14	110:21
<b>David (4)</b>	108:4	62:10 63:8	94:21 95:23	113:15,21,22
2:13 5:13	<b>deduction (3)</b>	124:12	97:2 98:2,16	119:22
124:11	108:19,20	126:19	98:23 99:2,7	<b>directly (1)</b>
126:18	119:15	<b>describe (1)</b>	102:19	106:22
<b>day (17)</b>	<b>deductions (2)</b>	64:19	104:16,22	<b>Dis- (1)</b>
50:19 52:12	85:22 86:3	<b>descrip- (1)</b>	105:7 106:3	4:23
58:19 59:12	<b>Defen- (1)</b>	64:7	106:10,15	<b>discovery (2)</b>
59:14 61:6	83:2	<b>DESCRIPTL...</b>	108:23 109:4	55:7 94:19
73:19 77:15	<b>Defendant (1)</b>	132:3	112:19	<b>discrepancy (...)</b>
79:10 80:16	1:16	<b>deserve (1)</b>	115:19	39:6,8,11
81:22,23	<b>Defendant's ...</b>	89:9	116:13,20,25	<b>discretion (2)</b>
83:22,24	72:2,3 78:5	<b>deserved (2)</b>	117:4 118:5	48:21 49:9
103:10	85:3 92:15	89:22 90:8	118:22 119:3	<b>discussed (1)</b>
	95:3 96:22	<b>design (1)</b>	119:7,19	128:5

December 28, 2017

Page 140

<b>Discussion (2)</b>	25:16 26:20	77:13,23	<b>Eiber (1)</b>	23:12 45:20
63:11 108:24	40:10,12,20	106:17	5:7	47:23
<b>disprove (1)</b>	40:22,22 41:5	129:18,21	<b>eight (2)</b>	<b>entry (1)</b>
128:25	41:11,13 87:9	<b>drugs (3)</b>	81:7,23	98:23
<b>dispute (1)</b>	87:14,16 93:7	9:22,24 10:2	<b>either (3)</b>	<b>enve- (5)</b>
62:25	93:11 100:3	<b>dry (1)</b>	100:14 114:15	23:14 83:16
<b>disputes (1)</b>	100:10,20,22	15:25	118:14	88:16 102:17
121:20	107:10,10,21	<b>duly (3)</b>	<b>employ- (1)</b>	112:17
<b>District (3)</b>	113:9 119:18	4:2,7 134:12	14:4	<b>envelope (47)</b>
1:2,2 4:23	119:18,24	<b>duties (1)</b>	<b>employee (3)</b>	23:13 39:24
<b>divide (1)</b>	<b>Dora (1)</b>	15:22	70:24 124:14	83:19,21 84:3
107:22	4:24	<b>duty (1)</b>	124:18	84:6,8,11,14
<b>do- (1)</b>	<b>down- (2)</b>	9:11	<b>employer (10)</b>	84:18 85:7
89:25	19:12 30:15	<b>Dye (3)</b>	13:10 54:23	87:18 89:4,9
<b>doctor (1)</b>	<b>Downs (1)</b>	30:4,5,6	55:4 58:16	91:15 92:22
129:22	116:16	<b>Dyre (3)</b>	60:11 62:16	94:10 95:22
<b>docu- (2)</b>	<b>downstairs (...)</b>	30:20 31:22	62:19,23,24	101:25 102:6
54:22 120:12	20:24 21:5,7,8	32:5	86:11	102:8 104:15
<b>document (9)</b>	21:15,17 23:8		<b>employment ...</b>	105:21
10:16 55:7	30:17,22	<b>E</b>	49:21,22	109:16,23,24
71:25 83:4	64:10,13,14	<b>e (7)</b>	128:12,22	111:9,14,22
84:17,22	64:18 66:7,8	2:3,3,12 4:7	<b>en- (5)</b>	112:11,12
120:17	66:15,23,24	132:2 134:3,3	6:10,11 83:14	113:15,18
121:16	71:4	<b>earlier (4)</b>	111:17	114:17,19,23
128:24	<b>Drew (2)</b>	24:19 67:20	129:12	115:2,3
<b>documents (4)</b>	50:6,7	128:10,11	<b>ence (3)</b>	116:21
10:14 54:14	<b>dried (1)</b>	<b>early (5)</b>	24:15 36:19	117:14,16,18
128:25 129:8	16:11	80:7,20,25	38:10	117:20,23,24
<b>doing (18)</b>	<b>drink (1)</b>	82:7,19	<b>ended (1)</b>	128:16,17
14:14 21:21	9:21	<b>earnings (14)</b>	49:22	<b>envelopes (11)</b>
26:25 35:15	<b>Dror (47)</b>	85:2 92:14	<b>engine (5)</b>	103:25 109:12
38:5,12 41:6	13:13 50:9,9	95:2 96:21	40:9,11,12,20	109:17,19
41:20 48:6	50:11,18	98:9 99:18	66:2	111:7 117:13
64:9 72:10	51:10,12,14	103:5 132:8,9	<b>English (14)</b>	118:13
80:17 95:15	51:14,14,23	132:10,11,12	4:5 6:13,22	120:22
96:6,9 107:25	51:25,25 52:3	132:13,14	7:14,24 11:23	128:10,18
108:13 127:7	52:6,9,12,18	<b>Eastern (2)</b>	12:2 33:14	132:15
<b>dol- (2)</b>	52:23 53:11	1:2 4:23	54:21 65:14	<b>equals (3)</b>
28:10 86:22	56:9,12,14	<b>educated (1)</b>	65:15 75:11	112:16 114:18
<b>dollar (13)</b>	57:3,4,8	13:17	103:23	115:12
25:6,7 26:25	58:19,24	<b>education (2)</b>	121:25	<b>er (2)</b>
27:2 40:23,24	59:11,17,17	13:16,20	<b>entire (1)</b>	8:6 18:10
41:2,2,4,11	59:20,25	<b>effect (1)</b>	40:15	<b>ers (2)</b>
41:12 89:21	73:23 74:3,4	3:13	<b>entirely (1)</b>	76:20,23
100:4	74:5,7,10,12	<b>ego (1)</b>	116:17	<b>ESQ (4)</b>
<b>dollars (26)</b>	74:17 76:7	124:23	<b>entitled (3)</b>	2:6,8,12,13

December 28, 2017

Page 141

<b>eter (1)</b> 5:7	92:13	<b>fighths (1)</b> 127:10	57:11,14 58:4	36:7 37:11,21
<b>evaluate (2)</b> 65:4 70:3	<b>exited (1)</b> 124:11	<b>figures (2)</b> 101:4 103:14	59:10 60:10	40:6 43:17
<b>eventually (1)</b> 12:16	<b>expected (1)</b> 8:16	<b>filing (2)</b> 3:9 16:19	60:13,13	44:25 47:16
<b>every- (1)</b> 113:10	<b>explain (2)</b> 16:21 24:3	<b>filter (3)</b> 40:22 66:22	62:20 63:7	48:23 49:11
<b>everybody (4)</b> 50:19 62:3	<b>extend (1)</b> 98:18	67:2	98:13 120:8	49:20 52:24
113:8,12	<b>extends (1)</b> 99:2	<b>find (18)</b> 41:19 42:6	120:11 122:7	60:12 63:2
<b>ex- (3)</b> 49:2 109:8	<b>extent (1)</b> 129:5	43:10,22,25	<b>first-time (1)</b> 68:8	67:18 70:16
127:24	<b>extra (3)</b> 43:16 81:3	46:18 47:11	<b>five (12)</b> 25:6,16 26:20	71:15,22 80:9
<b>exact (4)</b> 22:3 38:23,25	116:9	47:17 48:9	62:5,7 80:24	80:22 88:21
45:15	<hr/>	53:4 58:18	81:10 99:6	91:19 92:4
<b>exactly (10)</b> 25:14 28:22	<hr/>	61:22 89:14	107:10,21	98:2 102:19
38:15 44:22	<b>F</b> <hr/>	90:4 104:24	<b>five-minute (1)</b> 130:12	104:22 105:7
48:7 60:5	<b>F (1)</b> 134:3	105:8 124:7,9	<b>fix (3)</b> 18:5 49:3	106:10
82:10 90:13	<b>fair (1)</b> 32:15	<b>finding (1)</b> 45:5	51:18	112:20
108:21	<b>fairly (2)</b> 101:3 103:13	<b>finish (3)</b> 7:23,25 106:4	<b>flect (1)</b> 26:13	116:25
126:21	<b>family (1)</b> 63:16	<b>finished (3)</b> 18:15 19:12	<b>Floor (1)</b> 2:11	118:23
<b>examination ...</b> 1:15 3:20 4:11	<b>February (5)</b> 58:6 59:9	67:4	<b>flush (5)</b> 40:9,12,12,20	119:20
134:11,13	96:24 97:6,11	<b>fire (14)</b> 50:9 53:8,9,22	66:2	125:17
<b>examined (1)</b> 4:9	<b>felt (3)</b> 25:11 47:22	56:6 57:20	<b>follow (1)</b> 29:13	<b>formal (1)</b> 62:25
<b>example (1)</b> 39:12	90:17	58:20 74:18	<b>followed (2)</b> 55:10 94:22	<b>former (1)</b> 58:16
<b>Exceptionall...</b> 82:12	<b>fendant's (2)</b> 78:8 127:23	76:5,7 77:9	<b>follows (1)</b> 4:10	<b>forth (1)</b> 134:12
<b>exclusively (2)</b> 24:10 30:9	<b>ference (1)</b> 16:9	77:12,20,21	<b>fond (1)</b> 46:4	<b>fought (2)</b> 126:14,15
<b>exhibit (20)</b> 72:2,4 78:3,8	<b>ferent (1)</b> 113:16	<b>fired (20)</b> 18:25 50:4,5	<b>food (3)</b> 15:6 107:15	<b>found (5)</b> 38:11,16 43:21
82:23,25 83:3	<b>fifty (1)</b> 107:22	51:5,10,23,25	108:12	46:13 53:6
85:3 92:15	<b>fifty/two (1)</b> 107:22	52:3,5,10,13	<b>force (1)</b> 3:13	<b>four (4)</b> 28:10 87:12
95:3 96:20,22	<b>fight (5)</b> 52:11,23	52:17,18,19	<b>fore (2)</b> 5:4 117:6	93:17 107:10
98:10,21	126:20,23	53:2 74:20	<b>form (42)</b> 3:16 6:24 21:3	<b>France (1)</b> 15:5
99:19 103:6	127:2	76:7,9 77:18	23:24 25:3,12	<b>free (1)</b> 43:19
109:13 121:7		103:11	25:22 26:21	<b>French (1)</b> 6:19
121:10		<b>firm (1)</b> 5:12	31:18 34:12	<b>Friday (3)</b> 81:9,20,24
127:23		<b>first (24)</b> 14:5,13,15		<b>friend (2)</b> 54:4 61:23
<b>Exhibits (1)</b>		15:9,10 29:25		<b>front (1)</b> 111:10
		36:17,24 37:2		<b>fuck (1)</b> 59:19
		37:10 56:16		

December 28, 2017

Page 142

<b>full (1)</b> 80:4	106:24 107:2 107:5,9,21	<b>going (34)</b> 44:2 45:13	73:22,24 75:2 76:9	2:6
<b>furnished (1)</b> 3:21	108:20 109:8 109:9 113:9	47:19 50:15 50:20 51:12	<b>half (4)</b> 111:20 112:2,4	<b>head (2)</b> 8:8,11
<b>further (4)</b> 3:15,18 130:20 134:16	113:18 116:9 <b>given (3)</b> 109:15 128:9 134:14	51:13,19 57:19,24 59:6 59:18 61:6,7 61:11 64:25 70:9,9,11,21 71:25 81:12 82:2,22 84:21 92:11 94:23 96:12,19 98:5 99:16 103:3 109:8,9	112:8 <b>hand (3)</b> 83:16,19 134:21	<b>hear (1)</b> 89:3
<b>G</b>	<b>gives (1)</b> 83:20	<b>good (9)</b> 32:11,14 64:22 64:22 65:15 76:25 77:2 86:11 122:2	<b>handicap (1)</b> 10:7	<b>heard (2)</b> 77:19 129:16
<b>gas (3)</b> 20:18 30:10 55:18	<b>giving (8)</b> 22:17 36:20 37:17 38:22 43:16,19,20 118:2	<b>gotten (1)</b> 97:20	<b>Handing (2)</b> 53:20 127:20	<b>hearing (2)</b> 68:25 69:2
<b>gen- (1)</b> 53:6	<b>glish (1)</b> 6:11	<b>great (1)</b> 121:13	<b>handling (1)</b> 111:17	<b>held (2)</b> 4:19 134:11
<b>generally (3)</b> 20:23 23:7 76:25	<b>go (52)</b> 12:11 13:22 17:16,20 18:23 19:8,9 19:12 20:12 29:9,13 30:18 32:5 46:13 47:12 48:15 49:2,21 51:4 51:6,13 52:14 52:16,19 56:20 58:13 64:22 69:19 75:25 80:21 80:23,24 81:10,14,24 81:25 82:13 82:15,17 86:15,19 87:6 87:13 95:9 99:13 106:21 107:5 108:18 124:4 125:25 126:3,17	<b>green (6)</b> 13:6,8,10,14 27:14,14	<b>handwrit- (1)</b> 114:14	<b>hello (1)</b> 64:22
<b>get- (1)</b> 42:19	<b>go- (1)</b> 59:5	<b>greet (1)</b> 67:10	<b>handwriting ...</b> 111:13,15,16 111:21 112:7 113:15,22 117:9	<b>help (3)</b> 13:14 67:17 129:19
<b>getting (25)</b> 19:16,17,18,25 22:11 27:8,20 28:10 41:23 42:8,19 44:2 45:20 46:13 46:19,21 55:23 88:3,22 89:14 90:4 92:8 94:9 105:3 108:11	<b>goes (4)</b> 29:12 65:3 67:7 98:25	<b>grocery (1)</b> 14:21	<b>handwritten ...</b> 111:10	<b>helping (2)</b> 51:17 67:19
<b>gift (1)</b> 89:2		<b>gross (2)</b> 85:20 86:3	<b>hanging (1)</b> 78:14	<b>hereinbefore ...</b> 134:12
<b>girls (2)</b> 63:24,25		<b>guard (5)</b> 18:6,8,14 19:5 19:19	<b>hap- (1)</b> 64:19	<b>hereto (1)</b> 3:20
<b>give (36)</b> 16:25 22:19 36:11 49:14 54:7 62:10 68:22 83:15 86:15,18,20 86:22 87:7 88:25 92:9,10 95:17 100:5,9 100:18,20 102:9,10 105:2 106:23		<b>guy (1)</b> 53:13	<b>happened (8)</b> 20:3 38:8 46:24 49:7 57:18 80:10 90:12 120:7	<b>hereunto (1)</b> 134:20
		<b>guys (1)</b> 50:19	<b>happening (1)</b> 47:15	<b>Hershowitz (1)</b> 13:13
		<b>H</b>	<b>happy (2)</b> 6:7 107:9	<b>hibit (2)</b> 109:9 127:25
		<b>H (1)</b> 132:2	<b>hard (1)</b> 8:5	<b>higher (1)</b> 37:5
		<b>Hagay (7)</b> 1:7 4:22 73:17	<b>Hartheimer (...)</b> 2:10,13 5:12 5:14 96:15 98:7,21,25 117:5,8 124:11 126:18	<b>Hillside (1)</b> 2:7
			<b>HASSAN (1)</b>	<b>hire (5)</b> 74:22 77:5,12 77:16,21
				<b>hired (4)</b> 22:9 74:23,24 77:7
				<b>holiday (1)</b> 97:15
				<b>holidays (1)</b> 97:14
				<b>Hollywood (3)</b> 109:23,25 110:16
				<b>home (11)</b>



December 28, 2017

Page 143

51:6,18,20 52:14,16,19 52:23 82:13 82:15,17,19 <b>Honda (5)</b> 69:2,3,5,5,6 <b>honest (2)</b> 124:14,18 <b>honestly (1)</b> 9:11 <b>Honorable (2)</b> 4:24,25 <b>hospi- (2)</b> 80:23 81:14 <b>hospital (6)</b> 80:16,21 81:10 81:12,25 82:3 <b>hour (14)</b> 16:2,10,12,22 20:9 22:12,14 24:22 28:9,11 80:18 81:3 82:8,18 <b>hourly (11)</b> 24:5,6 27:20 27:23 28:13 28:14 31:6,9 31:14 36:19 49:15 <b>hours (47)</b> 9:20,23 22:16 28:5,7,13,15 36:6,8,9,13 36:14,15,16 36:16,17,24 36:25 37:3,3 37:5,10,10 39:9 51:2,2 51:16,16 61:18 78:20 78:22,24 79:3 79:12,16 80:4 80:8,11 81:2 81:3,6 82:11 82:14,16,20 85:13,18	<b>hundred (1)</b> 113:9 <hr/> <b>I</b> <b>ID (1)</b> 114:8 <b>idea (4)</b> 43:8 95:12 104:20 124:6 <b>Identifi- (1)</b> 85:3 <b>Identificatio...</b> 72:4 78:8 83:3 92:15 95:3 96:22 98:10 99:19 103:6 109:13 121:10 127:23 <b>III (1)</b> 2:8 <b>illegible (1)</b> 78:11 <b>immediate (2)</b> 73:16,18 <b>immediately ...</b> 122:17 <b>impor- (2)</b> 7:7 46:8 <b>important (4)</b> 6:3 7:22 8:9 9:17 <b>in- (4)</b> 7:25 49:25 102:5 111:24 <b>incorrect (1)</b> 90:22 <b>indi- (1)</b> 123:7 <b>Indian (1)</b> 53:13 <b>indicated (1)</b> 78:19 <b>indicating (14)</b> 22:9 26:8 44:14 83:7	111:24 114:12 121:14 123:4 123:5,6,10,11 123:12,14 <b>inflating (1)</b> 124:23 <b>informa- (1)</b> 102:20 <b>information (...)</b> 67:14,17 68:11 68:13,17,18 68:22 69:6,10 69:14 71:21 93:22 102:22 133:2 <b>ing (9)</b> 45:7 55:14 57:25 59:6 77:2 90:2 108:4 114:15 117:22 <b>initially (1)</b> 13:17 <b>input (1)</b> 70:11 <b>inside (14)</b> 25:6 59:19 64:25 66:20 69:19 83:14 94:10 111:22 111:23,24 112:4 114:17 114:23 120:22 <b>instructions (...)</b> 65:18 <b>interact (2)</b> 76:19,22 <b>interacts (1)</b> 76:24 <b>interested (1)</b> 134:18 <b>interpre- (1)</b> 5:6 <b>interpret (1)</b>	6:8 <b>interpreted (1)</b> 6:12 <b>interpreter (...)</b> 2:16 4:2 5:18 5:21,25 6:7 6:15 7:25 20:4 73:9 <b>interpreter's ...</b> 5:8 <b>investigate (1)</b> 43:25 <b>involve (1)</b> 41:7 <b>involved (2)</b> 8:18 62:25 <b>Irizarry (1)</b> 4:25 <b>issue (1)</b> 119:2 <b>item (4)</b> 40:17 48:8 108:19,19 <b>itemized (2)</b> 101:13,21 <b>items (1)</b> 41:25 <hr/> <b>J</b> <b>James (2)</b> 2:8 5:11 <b>January (18)</b> 33:20 49:22 50:10,11 55:14 57:22 58:4,6 86:21 93:2 95:6 98:12,25 99:2 103:8 104:4 105:13,19 <b>Jessica (1)</b> 111:18 <b>job (41)</b> 14:6,13,15 15:9,10,22 16:7 17:8	20:21 21:12 23:6 30:8,13 35:13 46:2 48:5 53:5,6,7 53:22,25 55:12,16 57:25 59:7 64:7 69:18,20 70:9,10,11,21 72:10 73:25 75:24 77:2 88:2,2,3 89:25 90:3 <b>join (2)</b> 29:23 32:3 <b>Judge (1)</b> 3:14 <hr/> <b>K</b> <b>K (2)</b> 2:6 4:7 <b>keep (8)</b> 17:5 26:16 47:5,7,8 68:25 102:3 107:13 <b>keeps (1)</b> 57:19 <b>kept (4)</b> 79:12 89:7,18 107:17 <b>Keren (2)</b> 1:7 4:22 <b>kind (19)</b> 13:4 14:19 18:12 21:11 23:3 26:25 30:7 40:13 41:8,21 44:20 58:17 70:19 88:2,11 89:23 104:9 128:13 130:5 <b>knew (1)</b> 122:12 <b>know (124)</b>
--	--	---	--	---

December 28, 2017

Page 144

4:16 11:21,21 15:18,21 16:8 22:5,7,8,22 23:16,18 24:2 24:3 25:14,23 25:24,25 26:22,23 28:22 31:13 33:4,5 36:11 36:18 37:7 38:8 39:23 40:4,13 41:23 44:24 45:3,4 47:15 52:6 54:18,18 58:21 59:5,25 60:4 61:19,23 62:14,15,20 67:3 69:21 72:7,8,16,18 74:5,6,11,11 74:19 75:5,6 76:6,10,14 78:15,18 83:5 88:14,14,15 88:16,19 90:2 94:11 97:22 97:22,23 101:9,18,23 101:25 102:12,13,24 104:10,18 105:6,13,15 105:24 108:21 110:11,14,20 111:13,15,16 111:18 112:7 112:9,23,24 112:25 113:2 113:4,5,18 114:16 115:6 115:7,9,16,17 117:9,12,21 120:9 121:2 122:17 124:5	124:20 127:6 129:7,15 <b>knows (4)</b> 50:8 124:16,23 125:2 <b>Kuo (1)</b> 4:25 <hr/> <b>L</b> <hr/> <b>L (1)</b> 3:4 <b>language (3)</b> 7:2,3 65:12 <b>languages (1)</b> 6:21 <b>lars (2)</b> 28:11 86:23 <b>lated (2)</b> 31:12 48:8 <b>law- (1)</b> 60:7 <b>lawsuit (5)</b> 35:23 61:24 72:25 73:4 128:6 <b>lawyer (5)</b> 61:20,21,22,23 118:25 <b>learn (5)</b> 17:14 19:8,9 19:13 42:24 <b>learned (3)</b> 43:3 44:10 45:19 <b>learner (1)</b> 17:11 <b>learning (1)</b> 19:15 <b>leave (10)</b> 12:16 18:21,24 31:20 49:25 50:3 53:16 80:7,20 82:7 <b>leaves (1)</b> 86:14 <b>left (22)</b>	11:25 12:3,5 12:10,17 14:22 17:7,17 17:20 18:22 19:2 20:11 28:24 31:23 32:4 34:3 72:12,21,22 73:7,8 125:24 <b>legal (1)</b> 129:5 <b>let's (10)</b> 7:6 11:12 13:16 14:4 17:16 49:21 53:24 64:6 87:17 116:23 <b>let- (1)</b> 13:13 <b>letter (7)</b> 13:10 129:19 129:21,23,25 130:6,9 <b>libaly (1)</b> 32:6 <b>license (5)</b> 68:5,11,15,21 69:13 <b>lie (3)</b> 125:10,18,20 <b>lied (3)</b> 124:21 125:11 125:21 <b>lieve (1)</b> 101:5 <b>life (2)</b> 57:25 59:6 <b>line (12)</b> 66:25 83:6,8 93:6 123:3,5 123:10,11,18 123:19,21,24 <b>list (3)</b> 72:3,5 132:4 <b>listen (1)</b> 125:3	<b>little (4)</b> 7:6 11:12 13:23,23 <b>live (6)</b> 11:15,17,20 12:14,25 130:8 <b>lived (3)</b> 12:7,23 15:3 <b>living (1)</b> 15:4 <b>loan (2)</b> 106:17 119:25 <b>located (1)</b> 54:9 <b>location (4)</b> 18:4,5 19:4 20:14 <b>long (17)</b> 7:16 11:15,20 11:21 12:14 18:18 21:24 21:25 29:12 30:23 32:9 33:19 46:18 63:18 97:23 99:8,13 <b>look (29)</b> 14:25 39:4 53:18 69:16 70:2 75:25 87:11 93:6,18 101:4,7,9,11 103:14 108:19 109:22 111:12,20 113:13 115:11,23 116:18,23 118:10 119:13 120:20 122:9 122:10 126:4 <b>looked (1)</b> 104:7	<b>looking (8)</b> 58:11 76:11 123:9,10,11 123:17 127:24 130:7 <b>looks (1)</b> 119:23 <b>lope (5)</b> 23:15 83:17 88:17 102:18 112:18 <b>Lopez (1)</b> 72:14 <b>lose (1)</b> 81:12 <b>losing (6)</b> 43:24 45:4,5 46:22 51:3 104:24 <b>lot (2)</b> 8:9 46:22 <b>loud (1)</b> 85:14 <b>Louis (1)</b> 72:14 <b>lube (46)</b> 1:7 4:21 20:19 20:20,21,23 23:6 30:9,10 30:11,12 32:20,22,23 32:24 33:2,3 33:4 34:5,6,7 35:4 55:17,19 60:18,20,21 60:24 64:7 72:6 74:8,10 74:13,18 77:13 86:8,11 110:5,16,24 110:25 111:3 111:6 121:20 124:14 128:15 <b>Luncheon (1)</b> 108:25
---	--	--	---	--



December 28, 2017

Page 145

<b>M</b>	<b>match (1)</b>	<b>memory (3)</b>	26:25 31:16	<b>name (33)</b>
<b>M&amp;H (1)</b>	89:10	10:3 53:19	38:17,18,20	4:13 5:8 15:13
121:8	<b>matter (1)</b>	54:15	38:22 39:10	15:21 18:16
<b>making (1)</b>	134:19	<b>men- (1)</b>	41:9 43:13,19	20:15 22:3
45:8	<b>maximum (1)</b>	127:6	43:24 44:21	26:4 32:18,21
<b>Mali (13)</b>	104:8	<b>ment (4)</b>	45:4,5,13	32:23 34:15
11:14,15,16,25	<b>Mayer- (1)</b>	14:5 120:13	46:2,22 47:18	34:23 35:6,10
12:4,5,8,10	5:11	132:17,18	47:20,22 48:7	54:17,18,19
13:18,21	<b>Mayerson (45)</b>	<b>mental (1)</b>	48:12,14,16	54:20,21,23
14:14,17,22	2:10,12 4:12	10:6	48:19 49:6	55:4 69:5
<b>Malick (2)</b>	4:18 5:12	<b>mention (3)</b>	51:3 61:24	110:6,8,20
72:7 75:9	14:12 26:12	24:22 93:24	62:4 84:16,16	111:10
<b>man- (2)</b>	44:7 53:18	118:20	86:15,18,19	113:16,21,25
48:21,25	55:6 63:10,13	<b>mentioned (6)</b>	86:24 87:2,7	114:2 123:16
<b>management...</b>	68:25 71:24	42:13 48:4	87:8,15,16	123:18
49:10	78:2 82:22	75:9 87:24	88:11 90:2,4	<b>names (2)</b>
<b>manager (10)</b>	84:21 92:11	109:14	90:5,13 93:23	33:9 46:8
32:3 50:17	94:16,23	119:12	94:9 101:24	<b>need (6)</b>
51:7 53:8	96:12,17 97:3	<b>ments (1)</b>	104:24 105:3	8:23,24 9:5
74:8,17 79:15	98:5,8,20	54:23	106:18,20,21	66:2 77:3
124:21	99:4,16 103:3	<b>Michael (4)</b>	106:24 107:2	78:12
125:10,11	109:2,6	4:3 5:4 134:7	107:3,5	<b>needed (5)</b>
<b>marathon (1)</b>	116:11,18	134:23	108:11,21	13:9 66:21
8:23	117:2,7 119:6	<b>mine (1)</b>	116:9 120:3,6	80:15 109:7
<b>March (2)</b>	119:9 121:6	54:4	120:8	129:19
96:25 97:2	124:4 125:6	<b>minute (3)</b>	<b>month (7)</b>	<b>needs (2)</b>
<b>mark (8)</b>	127:16,20	100:17 109:7	28:22 30:23,24	65:5,5
68:16,20,24	130:11,15,17	122:4	57:22 99:21	<b>neither (2)</b>
69:12 71:25	<b>mean (14)</b>	<b>miserable (1)</b>	100:13,14	105:18 114:6
78:5 82:25	9:17 35:10	59:6	<b>months (6)</b>	<b>ness (2)</b>
84:24	68:5 86:25	<b>missing (2)</b>	12:15 15:3	20:16 134:15
<b>marked (18)</b>	88:12 91:11	99:5,6	47:14 97:5	<b>nesses (1)</b>
72:3 78:7 83:2	96:11 102:11	<b>mission (5)</b>	100:11	73:4
85:3 92:14	112:17	16:24 25:7	106:13	<b>net (1)</b>
95:2 96:20,21	113:10	31:15 91:3,23	<b>morn- (1)</b>	85:24
98:9 99:18	114:18 116:3	<b>mistake (2)</b>	76:25	<b>never (23)</b>
103:5 109:10	119:3,17	114:8,10	<b>morning (5)</b>	11:8,11 14:2
109:12,22	<b>meaning (1)</b>	<b>Mm-hmm (5)</b>	19:7 50:16	21:21 34:16
111:12	87:21	6:9 20:8 85:12	64:22 77:2	35:2 46:14
113:13 121:9	<b>means (5)</b>	95:8 98:8	81:7	47:3,21 63:7
127:22	23:23 88:6	<b>Monday (6)</b>	<b>move (1)</b>	63:15 64:13
<b>marriage (1)</b>	113:4 115:6,9	81:9,9,18,24	64:25	80:10 89:15
134:18	<b>Medicare (2)</b>	81:24 82:7	<b>N</b>	89:16 90:5
<b>married (4)</b>	129:20,22	<b>money (69)</b>	<b>n (2)</b>	100:21
13:12,12 63:16	<b>member (1)</b>	15:6 22:18,19	2:3 3:4	106:20,24
63:18	41:16	23:3 25:18,19		110:4 120:3

December 28, 2017

Page 146

125:11,21 <b>new (34)</b> 1:2,12,12,17 2:7,11,11 4:4 4:9,16,16,24 12:22,23 18:13,17 53:7 53:8,12,22,25 55:11 56:10 56:13,15 57:25,25 59:7 68:7 109:23 109:25 134:4 134:5,9 <b>nice (1)</b> 64:5 <b>Niger (7)</b> 12:12,14,16,17 14:22,23 15:3 <b>night (1)</b> 19:7 <b>nine (4)</b> 12:15 15:3 40:21,22 <b>ning (2)</b> 53:25 99:12 <b>nod (1)</b> 85:14 <b>nodding (2)</b> 8:8,11 <b>normal (1)</b> 81:5 <b>normally (6)</b> 7:3 48:24 50:21 81:14 104:11,14 <b>Notary (4)</b> 1:17 4:3,8 134:8 <b>note (18)</b> 6:23 21:2 24:19 35:24 78:9 86:17 94:14 98:17 112:19 116:14 118:5	118:22 119:19 120:2 120:18 126:6 126:11 129:4 <b>noted (4)</b> 8:16 55:9 94:21 131:4 <b>notice (2)</b> 1:18 4:19 <b>number (9)</b> 26:16 39:8 68:2,4 69:13 114:22,25 120:23,23 <b>numbers (1)</b> 47:23 <b>nus (1)</b> 88:15 <hr/> <b>O</b> <hr/> <b>O (2)</b> 3:4 4:7 <b>o0o (3)</b> 2:20 4:6 131:5 <b>oath (3)</b> 3:13 9:8 122:23 <b>objec- (2)</b> 24:19 118:5 <b>object (1)</b> 8:14 <b>objection (74)</b> 6:23 8:15,18 21:2 23:24 25:3,12,22 26:21 31:18 32:13,16 34:12 35:24 36:7 37:11,21 39:21 40:6 43:17 44:25 47:16 48:23 49:11,20 52:24 60:12 63:2 67:18 70:16 71:15	71:22 80:9,22 86:12,17 87:22 88:7,13 88:21 89:12 90:10 91:4,9 91:19 92:4 94:3,14 95:23 98:2,17 102:19 104:16,22 105:7 106:10 106:15 112:19 115:19 116:14,25 118:22 119:19 120:2 120:18 121:3 122:14,19 124:15 125:17 126:6 126:11 129:4 129:10 <b>objections (1)</b> 3:16 <b>occasions (1)</b> 57:10 <b>October (1)</b> 92:25 <b>offend (1)</b> 9:17 <b>office (7)</b> 49:2 59:22 65:3 69:19 102:23,24 111:17 <b>officer (3)</b> 3:12 127:7,8 <b>official (1)</b> 5:6 <b>oh (5)</b> 44:12 64:5 96:13 99:4 123:14 <b>oil (36)</b> 17:9,14,20	18:23 19:8,9 19:13,15 20:22 21:18 30:13 35:14 35:15 41:4,6 41:7,8,8,10 41:11,12,12 51:17 64:9,20 64:21,24 66:9 66:10,10,13 66:15,16,19 66:20 127:7 <b>okay (37)</b> 6:6 7:13,20 8:3 8:7,13,19 27:11 33:15 35:10,11 40:2 44:12,12 51:4 53:24 54:11 64:19,25 65:8 66:3 87:19 92:20 96:12 97:24 99:16 103:2 109:6 111:20 114:13 117:4 117:8,17 119:14,22 125:8 128:4 <b>old (3)</b> 14:5,7 64:2 <b>once (14)</b> 56:7 57:3,5,8 67:6,24 68:9 70:21 76:12 100:4,16,21 125:25 126:12 <b>ond (1)</b> 19:4 <b>one- (1)</b> 87:3 <b>one-time (1)</b> 105:17 <b>one-week (1)</b> 87:14	<b>ones (1)</b> 15:5 <b>open (1)</b> 66:15 <b>opened (1)</b> 112:12 <b>opens (1)</b> 66:25 <b>operate (1)</b> 23:18 <b>operation (1)</b> 20:19 <b>ord (3)</b> 63:14 109:3 130:18 <b>original (4)</b> 124:5,6,7,9 <b>outcome (1)</b> 134:19 <b>outside (6)</b> 76:18 111:14 111:22,24 112:3 113:14 <b>over- (1)</b> 28:17 <b>overtime (13)</b> 16:7 28:2 36:2 36:4 37:9,25 38:3 50:12,21 61:14,17 85:16,18 <b>owe (2)</b> 90:13 120:6 <b>own- (1)</b> 18:9 <b>owned (2)</b> 15:18 22:7 <b>owner (4)</b> 18:4 19:6,11 22:8 <b>owns (1)</b> 110:11 <hr/> <b>P</b> <hr/> <b>p (3)</b> 2:3,3 3:4
---	---	--	---	--

December 28, 2017

Page 147

<b>p.m (4)</b> 61:8 81:7,11 131:4	22:12 24:10 25:2 27:8,17 28:10,12 31:2	17:2 23:17,20 24:5,7,15,17 24:22 25:6,16	16:22 105:17 <b>payments (2)</b> 22:16 106:9	132:15 <b>Photocopies ...</b> 109:12 132:5
<b>P001 (4)</b> 109:11,23 111:13 113:16	36:6,9,13,15 36:16,17,23 37:9,25 40:17	27:21,23 28:2 28:8 31:14 36:3,14,20	<b>Peggy (1)</b> 4:25 <b>pending (4)</b> 4:22 9:2 119:5	<b>Photocopy (1)</b> 78:7 <b>physical (1)</b> 10:7
<b>P002 (3)</b> 113:13 114:15 115:5	41:23 42:2,22 43:4,13 44:2 46:13 47:9	37:9 38:10,17 38:18,20 39:5 39:7,13,17	120:15 <b>penny (1)</b> 124:19	<b>physically (1)</b> 66:18 <b>pick (3)</b> 51:15 52:20
<b>P006 (1)</b> 115:11	48:3 55:22,23 78:19,24 80:5	40:10 44:2 45:14 47:11 47:25 50:11	<b>pens (1)</b> 64:20 <b>peo- (2)</b> 66:6 77:5	73:11 <b>picking (2)</b> 51:22 54:3
<b>P007 (1)</b> 115:23	82:20 88:3 89:14 90:2,4	50:12,13,20 50:25 51:2 61:13 80:12	<b>people (14)</b> 8:4 20:24 50:14 56:5	<b>picture (1)</b> 128:16 <b>piece (5)</b> 39:2 40:11
<b>P008 (1)</b> 116:23	90:5,6 93:14 101:19 104:21	80:12,18 82:17 83:12 84:13 85:6,10	62:4,5 65:7,8 66:23 72:5 76:5 77:10,17	42:4 43:11 45:7 <b>pieces (2)</b> 47:4,5
<b>P009 (3)</b> 118:11,19,21	106:23 114:21 <b>pany (4)</b> 110:8 111:2,4	85:16,20,24 86:3 87:3,10 89:15,16 90:7	77:21 <b>per- (1)</b> 23:7 <b>period (3)</b> 93:10 97:25	<b>place (29)</b> 18:6,7 22:2,4,5 24:11 29:19
<b>P022 (1)</b> 119:13	<b>paper (14)</b> 39:3 40:11 42:4,5 43:11	90:13,15,21 91:13,18 93:8 93:22 101:11	98:19 <b>person (17)</b> 15:20 23:5,8	29:22,25 32:18 54:5,6 56:13,15
<b>P025 (2)</b> 118:11,21	45:7 47:4,6 47:13 67:24 93:21 106:12	101:16 102:15 107:24	32:15 64:23 66:8,24 67:2 70:10 71:3	60:14,15 61:4 61:8 64:12 72:22 73:8,25
<b>P029 (1)</b> 120:20	122:15 128:13 <b>part (9)</b> 21:14 23:20	108:10,16 109:17,20,24 116:8	73:24 102:13 107:21 111:16,16	74:15 75:8,25 110:19 126:20,24
<b>P032 (1)</b> 120:20	111:12,21 112:3,4,8 113:13	<b>paycheck (13)</b> 45:11 84:15 92:22 97:20	113:7 127:8 <b>Personal (1)</b> 85:2	127:11 <b>plain (2)</b> 48:16 49:3
<b>P038 (1)</b> 109:11	61:19 69:25 103:17 111:23	105:20 106:2 107:4 108:19 108:20,22	<b>personally (1)</b> 107:3 <b>persons (2)</b> 23:7 107:20	<b>Plain- (1)</b> 92:12 <b>plained (2)</b> 46:20,25
<b>page (13)</b> 93:7 109:22	<b>parties (3)</b> 3:9,19 134:17 <b>partner (2)</b> 5:13 130:13	109:15 111:7 133:4 <b>paying (17)</b> 17:10,11,13	<b>phone (8)</b> 51:14,15,22 52:4,7,21	<b>plaint (1)</b> 92:2 <b>plaintiff (4)</b> 1:5,16 2:6 4:20
111:12,21 112:3,4,8 113:13 116:18 121:11 127:24 130:24 132:3	<b>patience (1)</b> 130:22 <b>pause (1)</b> 6:14 <b>pay (76)</b> 15:6 16:7,12	31:4 36:2,4 36:19 37:2,12 38:3,7 42:7 46:2 119:24 <b>payment (2)</b>	54:3 73:12 <b>Photocopies (1)</b>	<b>plaintiff's (6)</b>
<b>Page/Line (1)</b> 133:3				
<b>pages (3)</b> 98:7 118:10,21				
<b>paid (59)</b> 16:2,12 19:14 19:16,17,18 19:21,25 20:6 20:9 22:10,11				

December 28, 2017

Page 148

5:6 78:4 82:24 84:23 99:19 109:10 <b>planning (1)</b> 61:4 <b>plate (5)</b> 68:5,11,15,22 69:13 <b>ple (2)</b> 66:7 77:6 <b>please (7)</b> 4:14 7:12,17 40:19 46:8 118:5 127:19 <b>pletely (1)</b> 10:12 <b>PLLC (1)</b> 2:10 <b>plus (4)</b> 112:16 114:18 115:12 117:14 <b>point (1)</b> 119:17 <b>pointed (3)</b> 26:13 112:2,3 <b>pointing (1)</b> 83:7 <b>police (8)</b> 56:11,21 58:14 127:5,7,8,9 127:13 <b>pool (1)</b> 107:17 <b>Portuguese (1)</b> 15:20 <b>posed (1)</b> 40:17 <b>position (2)</b> 107:6 118:7 <b>possession (1)</b> 128:12 <b>possible (2)</b> 39:19 97:16 <b>posters (3)</b> 78:7,13 132:6	<b>power (2)</b> 77:19,20 <b>pre- (1)</b> 119:22 <b>preparation (...)</b> 10:15,24 <b>prescrip- (1)</b> 9:22 <b>prescription ...</b> 9:25 <b>present (2)</b> 2:14 5:22 <b>pretty (1)</b> 32:11 <b>prevent (3)</b> 10:7,11 59:23 <b>previous (1)</b> 62:23 <b>previously (2)</b> 17:21 27:16 <b>price (1)</b> 70:8 <b>print (1)</b> 124:8 <b>print- (1)</b> 101:20 <b>printed (1)</b> 123:18 <b>printing (1)</b> 123:16 <b>printout (2)</b> 95:15 105:2 <b>prior (3)</b> 6:12 11:4 98:17 <b>privilege (1)</b> 119:2 <b>privileges (1)</b> 8:17 <b>pro- (1)</b> 10:3 <b>problem (16)</b> 38:7 45:23,24 46:4 47:12 48:25 49:3 65:25 69:17	69:22 70:3,6 71:14 79:23 102:14 106:21 <b>problems (1)</b> 46:11 <b>process (2)</b> 7:7 47:24 <b>produced (1)</b> 94:18 <b>properly (4)</b> 38:12 41:23 42:7 122:9 <b>provided (2)</b> 5:7 85:6 <b>providing (1)</b> 15:5 <b>Public (4)</b> 1:17 4:3,8 134:8 <b>pump (1)</b> 41:9 <b>punch (6)</b> 79:6,8,9,24 80:3,11 <b>punched (2)</b> 79:17,18 <b>purpose (2)</b> 57:15 71:9 <b>purposes (1)</b> 102:4 <b>pursuant (1)</b> 1:18 <b>put (30)</b> 23:19,20 24:14 24:24 40:12 66:16,20 67:7 67:11,17,22 67:25 68:10 68:15,20,23 69:6,12 70:5 70:7,23,24 71:3,4,4,11 84:16 101:24 102:17 112:25	<b>puter (3)</b> 70:8,15,24 <b>putting (4)</b> 23:14 24:21 67:13 71:9 <hr/> <b>Q</b> <hr/> <b>Queens (1)</b> 2:7 <b>ques- (3)</b> 9:15,17 130:20 <b>question (26)</b> 6:10 7:12,13 7:15,16,18,19 7:23 8:2,17 8:25 9:2 28:12 44:5,6 49:5 56:22 89:18 115:22 119:5,8,10 120:14 125:4 125:5,9 <b>questions (6)</b> 4:4 6:4 7:8,10 8:15 65:16 <b>quite (1)</b> 58:7 <hr/> <b>R</b> <hr/> <b>r (4)</b> 2:3 4:7,7 134:3 <b>rain (1)</b> 82:12 <b>raise (1)</b> 50:11 <b>ran (1)</b> 77:24 <b>rate (8)</b> 28:13,14 36:23 36:24 37:3,4 37:6 50:13 <b>re- (3)</b> 26:12 37:19 41:15 <b>re-en- (1)</b> 126:18	<b>reaction (2)</b> 58:8,10 <b>read (8)</b> 7:19 13:24 67:21 70:15 78:12 109:4 119:9,11 <b>reading (1)</b> 67:23 <b>ready (1)</b> 51:3 <b>really (4)</b> 26:20 33:8 92:6 130:21 <b>reason (5)</b> 8:24 43:25 74:20 97:19 105:8 <b>rec- (3)</b> 63:13 109:2 130:17 <b>recall (6)</b> 78:16 94:5 103:16 105:4 108:14 125:24 <b>receive (7)</b> 22:15,23 37:15 41:18 83:12 105:12 107:6 <b>received (23)</b> 13:6 16:10,17 31:6 43:6 47:21 49:9 83:13 84:3,6 84:18 92:3,18 92:19 93:19 100:21 101:2 101:5,22 102:4 105:14 109:17 112:11 <b>receiving (1)</b> 94:2 <b>recess (3)</b> 63:12 108:25
--	---	--	---	--

December 28, 2017

Page 149

130:16 <b>recognize (4)</b> 83:4,6 114:14 121:16 <b>record (24)</b> 4:14 5:24 8:6 8:10 9:18 26:12 33:10 43:2 44:8 47:8 53:17 63:10,11 79:3 92:17 95:4 96:19 98:6 99:17 103:4 108:23,24 119:11 134:14 <b>recording (1)</b> 42:4 <b>records (4)</b> 94:6 96:23 102:3 128:12 <b>rect (3)</b> 17:23 85:11 89:24 <b>refer (3)</b> 89:3 102:13 118:16 <b>referring (5)</b> 60:16 98:19 123:4,20,23 <b>refresh (2)</b> 53:19 54:15 <b>regular (4)</b> 41:10,12 51:2 85:10 <b>regularly (1)</b> 10:2 <b>Rehfield (4)</b> 4:3 5:4 134:7 134:23 <b>related (1)</b> 134:16 <b>relating (1)</b> 128:22 <b>relationship (...)</b>	96:8 <b>rely (2)</b> 7:9 9:5 <b>remem- (2)</b> 7:16 38:14 <b>remember (19)</b> 15:13 18:16 22:3 54:9,10 54:13 95:10 95:10,18,19 98:3,4 103:20 105:14 106:14,16 121:19,22 126:21 <b>repeat (1)</b> 7:17 <b>report (6)</b> 71:17 83:2 84:5 85:7 86:5 132:7 <b>report- (1)</b> 8:5 <b>reporter (5)</b> 5:4,19 7:18 8:10 134:8 <b>Reporting (1)</b> 5:5 <b>representativ...</b> 5:14 109:16 <b>request (2)</b> 5:6 94:22 <b>Requested (1)</b> 133:2 <b>requests (1)</b> 55:10 <b>required (2)</b> 7:11 9:15 <b>reserved (1)</b> 3:16 <b>respective (2)</b> 3:8,19 <b>responsibiliti...</b> 21:12 75:23 76:13 <b>rest (5)</b>	27:24 48:12,14 50:14 100:5 <b>retunrs (1)</b> 133:5 <b>returns (3)</b> 94:13,17,20 <b>review (1)</b> 10:16 <b>reviewed (1)</b> 10:14 <b>right (17)</b> 30:21 33:17 35:20 59:5 64:6 86:9 90:7 93:4,18 96:17 98:7,14 106:5,7,24 111:3 131:2 <b>room (2)</b> 124:12 126:19 <b>row (1)</b> 90:14 <hr/> <b>S</b> <hr/> <b>s (4)</b> 2:3 3:4,4 132:2 <b>S-p-i-l-l (1)</b> 32:25 <b>Sakou (1)</b> 54:21 <b>salary (5)</b> 16:20 17:2 31:6,9 39:15 <b>sale (1)</b> 66:4 <b>sand (3)</b> 93:11 100:22 119:18 <b>Sandra (2)</b> 2:12 5:11 <b>Sarakole (3)</b> 6:25 7:2,5 <b>sat (4)</b> 52:15 53:3 57:17 74:20 <b>Saturday (5)</b>	80:25 81:2,10 81:20 82:9 <b>saved (1)</b> 109:20 <b>saw (3)</b> 57:13 118:18 122:20 <b>say- (1)</b> 108:3 <b>saying (15)</b> 16:17 22:20 33:9 36:5 37:8 38:2,21 39:16 58:18 69:3 100:19 101:15 102:16 104:3 116:21 <b>says (25)</b> 109:23 112:16 112:22 113:3 114:18 115:5 115:8,11,15 116:2,5,17,19 116:22,23 117:2,7,10,14 117:20 118:4 118:8 119:16 120:5,24 <b>schedule (1)</b> 44:11 <b>school (3)</b> 13:22 14:2 108:18 <b>se- (1)</b> 19:18 <b>sealing (1)</b> 3:9 <b>sec- (1)</b> 19:3 <b>second (10)</b> 50:24 56:17 57:12,23 58:22,25 59:3 59:11 83:8 93:7	<b>security (5)</b> 18:6,8,14 19:5 27:13 <b>see (31)</b> 8:8 38:9 39:5 39:14 41:22 45:22 57:9 71:13,18,21 74:12,14 75:12,12,14 76:15 87:15 88:17 99:4 101:4 106:12 112:13 113:14,21 117:21 121:25 122:2 124:2,7 126:4 127:18 <b>seeing (2)</b> 120:9,12 <b>seen (4)</b> 49:16 75:18 76:4 120:17 <b>sell (4)</b> 41:4 65:19,22 65:23 <b>selling (2)</b> 14:18,20 <b>sells (1)</b> 113:12 <b>send (1)</b> 18:5 <b>separate (1)</b> 116:20 <b>September (1)</b> 99:21 <b>served (1)</b> 89:11 <b>set (2)</b> 134:12,20 <b>settlement (1)</b> 62:13 <b>seven (5)</b> 25:7,17 40:10 40:12,20
---	---	---	--	--

December 28, 2017

Page 150

<b>Seventh (1)</b> 4:15	<b>Sienna (1)</b> 69:6	101:22	<b>stairs (4)</b> 19:13 30:16	<b>States (3)</b> 1:2 13:2,7
<b>share (2)</b> 107:16,19	<b>sign (1)</b> 83:15	<b>somebody (9)</b> 38:11 54:16	66:14,17	<b>stating (2)</b> 122:23 125:21
<b>sheet (1)</b> 93:21	<b>signature (23)</b> 83:2,7,10	64:21 77:11	<b>stamp (1)</b> 96:15	<b>station (3)</b> 20:18 30:10
<b>shop (2)</b> 20:23 78:17	121:14,24	123:16,18	<b>stamped (9)</b> 78:3 82:24	55:18
<b>short (3)</b> 63:12 90:15	122:5,6,8,10	126:14,15	84:22 92:12	<b>stay (4)</b> 18:18 21:25
130:16	122:11,13,15	127:6	94:24 96:13	30:23 46:16
<b>Shorthand (1)</b> 134:7	122:16,18,21	<b>someplace (1)</b> 29:20	96:14 109:10	<b>stayed (1)</b> 72:20
<b>show (25)</b> 54:23,25 55:2	122:21,24	<b>son (2)</b> 5:12 23:8	121:8	<b>STIPULATE...</b> 3:7,15,18
55:4,5 56:10	123:2,19,25	<b>Soninke (2)</b> 7:2,5	<b>stand (4)</b> 6:5 7:13 96:11	<b>stolen (1)</b> 124:19
66:8,10,12	124:3 128:2	<b>sorry (5)</b> 12:2 33:14	115:18	<b>stop (5)</b> 51:6 76:2
68:3 70:8	<b>signed (6)</b> 3:11,13 84:3,6	97:3 122:2	<b>standing (2)</b> 41:18 42:22	108:13
71:24 75:10	84:17 123:17	123:23	<b>stands (3)</b> 112:23 115:16	122:25,25
78:2 82:22	<b>signing (2)</b> 84:18 121:19	<b>sound (2)</b> 93:4 98:14	121:2	<b>stopped (1)</b> 108:9
84:21 92:11	<b>sion (16)</b> 22:24 23:12	<b>soup (1)</b> 14:21	<b>start (19)</b> 23:20 30:17	<b>store (2)</b> 14:20,21
94:7,23 96:13	24:3 25:17	<b>speak (9)</b> 6:19,21,25 7:3	42:25 43:25	<b>stories (1)</b> 58:13
96:19 98:5	26:7,10 37:18	7:5 10:23	45:5,6 50:16	<b>straight (2)</b> 59:4,18
99:17 103:3	40:16 44:18	11:3,12 65:12	53:24 55:11	<b>structure (2)</b> 40:16 129:9
121:6	48:3 90:9	<b>specified (1)</b> 44:20	64:10,14 95:5	<b>stub (1)</b> 84:13
<b>showed (4)</b> 75:6 122:7	92:3 113:9	<b>speculation (2)</b> 39:22 115:20	98:11 104:23	<b>stubs (2)</b> 85:6 128:10
128:10,11	116:8 118:17	<b>spell (1)</b> 114:4	105:9,9	<b>study (1)</b> 13:21
<b>showing (2)</b> 121:7 129:8	129:6	<b>spelled (1)</b> 114:7	124:17	<b>stuff (2)</b> 67:22 70:23
<b>shows (14)</b> 70:22 85:10,20	<b>sit (4)</b> 52:19 63:8	<b>spelling (5)</b> 113:16,21,24	125:23	<b>styled (1)</b> 5:2
85:22,24 86:2	65:3 69:19	114:2,9	129:13	<b>subscribed (1)</b> 131:9
92:21 95:5	<b>sitting (3)</b> 50:17 74:15	<b>spending (1)</b> 55:13	<b>started (8)</b> 19:3 21:21	<b>sue (4)</b> 60:24 61:2,9
96:24 97:9	124:22	<b>spent (1)</b> 19:15	29:2 33:24	62:16
98:11 99:20	<b>situation (1)</b> 20:25	<b>Spill (2)</b> 32:24 33:3	55:14 64:11	<b>sued (4)</b>
105:18,25	<b>six (5)</b> 81:7,16,17,23	<b>spread (1)</b> 61:18	64:12 82:4	
<b>sic (2)</b> 30:4 50:6	108:6	<b>ss (1)</b> 134:5	<b>starting (1)</b> 119:17	
<b>sick (5)</b> 80:15 97:14,16	<b>Social (1)</b> 27:13		<b>State (6)</b> 1:17 4:4,8,13	
97:17,25	<b>sold (1)</b> 89:23		134:4,9	
<b>side (2)</b> 36:21 102:6	<b>some- (5)</b> 8:11 13:22		<b>statement (9)</b> 16:16 85:2	
<b>sides (1)</b> 6:22	67:16 91:12		92:14 95:2	
			96:21 98:9	
			99:18 103:5	
			132:8	



December 28, 2017

Page 151

60:10,21 61:10 62:23 <b>suffer (1)</b> 10:6 <b>sugar (1)</b> 14:20 <b>suing (6)</b> 33:22 35:19 53:23 57:18 58:16 60:4 <b>suit (3)</b> 60:8 61:16,20 <b>sum (1)</b> 105:16 <b>Sunday (2)</b> 81:2,21 <b>sup- (1)</b> 40:16 <b>supplement (2)</b> 55:7 94:19 <b>Supplied (1)</b> 133:2 <b>support (3)</b> 14:8,16 15:2 <b>supposed (7)</b> 37:13 38:3 39:12 42:22 43:9 48:10 49:2 <b>sure (6)</b> 58:7,21 89:17 97:24 116:17 130:14 <b>suspicion (1)</b> 105:9 <b>suspicions (1)</b> 42:3 <b>sweep (1)</b> 74:15 <b>swer (2)</b> 8:17 65:16 <b>swers (1)</b> 8:10 <b>sworn (7)</b> 3:11,14 4:3,8 5:19 131:9	134:12 <b>synthetic (2)</b> 41:11,12 <b>system (2)</b> 67:5,7 <hr/> <b>T</b> <hr/> <b>T (9)</b> 3:4,4 4:3,7 132:2 134:3,3 134:7,23 <b>table (1)</b> 115:22 <b>tacking (1)</b> 59:24 <b>tain (1)</b> 89:23 <b>take (30)</b> 8:24,25 9:3,24 10:2 25:5 65:2,4 87:4 87:12 93:16 93:22 97:12 97:13 99:8,13 99:14 100:11 102:15,22 109:22 111:12 113:13 115:11,23 118:10 119:13 120:20 126:20 130:12 <b>taken (2)</b> 1:16 9:22 <b>tal (2)</b> 80:24 81:15 <b>talk (17)</b> 7:6 13:16 14:4 35:8 48:25 54:4 59:20,21 60:15 63:9 64:6 73:19,21 73:23 76:16	87:17 118:25 <b>talked (6)</b> 51:10,24 72:24 73:6,13 91:17 <b>talking (17)</b> 8:4 14:10 24:11,13 27:7 30:20 33:22 34:19,20 36:22 39:18 42:14 58:3 73:22 76:15 91:14 118:19 <b>talks (2)</b> 76:15,17 <b>tant (2)</b> 7:8 46:9 <b>tax (5)</b> 94:13,17,19 102:3 133:5 <b>taxes (1)</b> 16:19 <b>technicians (1)</b> 107:17 <b>tell (55)</b> 26:24 35:22 40:15,19 45:10,23 46:14 47:12 47:19 48:2 50:22 52:9,13 52:16,17 53:8 53:8,22 54:5 54:10,16 57:15 58:13 58:19 61:11 64:7 65:5,6,9 65:10 66:3,11 67:10 68:8,10 68:19 69:17 69:19 70:3,4 76:17 77:3 82:13 89:5 101:14 105:2 106:12,22 112:15	124:18,24,25 125:2 128:8 130:4 <b>telling (3)</b> 69:4,24 73:9 <b>tells (1)</b> 47:2 <b>ten (1)</b> 62:4 <b>ter (1)</b> 13:14 <b>tered (1)</b> 126:19 <b>terpreting (1)</b> 8:2 <b>tested (1)</b> 80:15 <b>testified (7)</b> 4:9 11:6,9 24:9 27:16 67:20 129:9 <b>testify (2)</b> 9:11,16 <b>testifying (2)</b> 10:8,11 <b>testimony (8)</b> 27:11 41:24 56:12 57:4 74:7 93:14 119:23 134:14 <b>thank (7)</b> 26:15 33:13 97:4 103:2 127:21 130:19 131:2 <b>themselves (1)</b> 39:24 <b>thing (11)</b> 8:12 26:24 31:13 57:20 68:3 70:9,22 80:2 89:23 91:13 101:23 <b>things (3)</b> 14:18,19	101:13 <b>think (16)</b> 32:11 37:24 38:24 43:7 44:5 47:9 50:15 59:9 67:20 75:19 77:11 88:5 104:6 110:18 116:6 130:11 <b>third (7)</b> 1:11 2:11 56:18,23 58:24 59:15 59:16 <b>thou- (3)</b> 93:10 100:21 119:17 <b>thought (12)</b> 10:3 40:16 43:15 89:8,10 89:22 90:8 91:2 100:17 103:19 116:16 123:20 <b>thousand (20)</b> 62:4,5,7 86:22 87:9,13,15 93:7 100:3,4 100:6,9,15,15 100:18,20,25 119:18,21,24 <b>thousand-dol...</b> 119:25 <b>three (25)</b> 15:4 51:20 52:19 53:4,7 53:21,21 54:2 55:13 56:24 57:2,9 87:5,5 87:12 93:12 93:17 97:5,17 100:11,13 107:10 108:3 108:15,17
---	---	---	--	---

December 28, 2017

Page 152

<b>three- (1)</b>	125:24	25:15 26:9	21:1 22:1	112:1 113:1
99:20	127:14	44:13,15,17	23:1 24:1	114:1,3 115:1
<b>throw (1)</b>	128:14	44:22,23	25:1 26:1	116:1 117:1
47:13	129:18	45:12,12,16	27:1 28:1	118:1 119:1
<b>Thunder (8)</b>	130:20,21	45:22 46:4,10	29:1 30:1	120:1 121:1
1:7 4:21 34:6,7	131:4	48:4 50:14,18	31:1 32:1	122:1,20
35:3 64:6	<b>times (10)</b>	50:23 51:4,6	33:1 34:1	123:1 124:1
86:8,11	53:21,21 56:24	51:10,12,12	35:1 36:1	125:1 126:1
<b>Thursday (4)</b>	57:6 62:24	51:25 52:5,8	37:1 38:1	127:1 128:1
5:16 80:24	63:5,6 96:3	52:13,18 53:2	39:1 40:1	129:1 130:1
81:19,20	109:15	56:6,10 57:12	41:1 42:1	130:19 131:1
<b>tiff's (1)</b>	126:10	57:16,17,24	43:1 44:1	131:7 134:10
92:13	<b>tin (1)</b>	58:20 59:4,13	45:1 46:1	<b>track (6)</b>
<b>time (85)</b>	78:17	60:3,5,5,6	47:1 48:1	23:11 26:16
3:17 5:17 8:5	<b>ting (1)</b>	61:5 74:20	49:1 50:1	79:12 89:7,18
8:23 10:21	42:20	77:8 82:15	51:1 52:1	95:16
11:24 12:3	<b>tiny (1)</b>	88:4,6 95:14	53:1 54:1	<b>trade (1)</b>
13:9,23 14:9	116:16	101:13,20	55:1 56:1	14:14
14:12 16:8,18	<b>tion (9)</b>	103:15	57:1 58:1	<b>trained (1)</b>
17:10,12 19:3	9:23 11:7 24:5	104:23,25	59:1 60:1	64:13
19:5,14,23	24:20 64:8	118:3 129:14	61:1 62:1	<b>training (1)</b>
21:16,18	86:20 93:8	<b>tom (1)</b>	63:1,15 64:1	17:11
27:10,22	102:21 118:6	123:18	65:1 66:1	<b>transcript (1)</b>
28:18 29:12	<b>tioned (1)</b>	<b>tomer (2)</b>	67:1 68:1	134:13
31:4 32:9	127:7	65:7 127:3	69:1 70:1	<b>Transla- (1)</b>
35:2,2,10	<b>tions (5)</b>	<b>top (2)</b>	71:1 72:1	5:7
45:24 46:12	5:8 9:16,18	111:23 112:2	73:1 74:1	<b>translate (1)</b>
46:18 47:2,17	99:9 130:21	<b>torney (1)</b>	75:1 76:1	4:4
50:24 53:7	<b>tip (5)</b>	85:6	77:1 78:1	<b>translates (1)</b>
56:8,10,16,17	16:23 107:23	<b>total (4)</b>	79:1 80:1	6:15
56:18,23 57:2	108:4,7,10	24:17 25:8,19	81:1 82:1	<b>transmission ...</b>
57:11,13,14	<b>tips (9)</b>	48:5	83:1 84:1	40:21 66:2,21
57:23 58:4,24	17:3,5 107:7,8	<b>touch (3)</b>	85:1 86:1	66:25 69:15
59:3,16 60:10	107:13,16,17	70:21 72:11,20	87:1 88:1	69:15
60:13 62:21	107:18	<b>touched (1)</b>	89:1 90:1	<b>Traore (3)</b>
63:7 74:14	108:11	126:2	91:1 92:1	2:16 4:2 5:9
75:21 79:6,8	<b>titled (1)</b>	<b>Toure (142)</b>	93:1 94:1	<b>treatment (1)</b>
79:21,25	6:12	1:4,15 4:15,20	95:1 96:1	48:18
80:14 81:12	<b>tlemen (1)</b>	4:21 5:1,10	97:1 98:1	<b>trial (4)</b>
87:12 89:22	53:7	5:20 6:1,3 7:1	99:1 100:1	1:15 3:17 11:9
90:18,20	<b>today (11)</b>	8:1 9:1 10:1	101:1 102:1	62:8
97:23 100:5,5	5:5,10,13,16	11:1 12:1	103:1 104:1	<b>trict (1)</b>
100:7 104:24	5:22 9:8	13:1 14:1	105:1 106:1	4:24
110:8,9 120:8	10:12,15,25	15:1 16:1	107:1 108:1	<b>tried (2)</b>
120:11	11:4 65:8	17:1 18:1	109:1,14	13:22 59:23
124:24	<b>told (55)</b>	19:1 20:1	110:1 111:1	<b>trouble (2)</b>



December 28, 2017

Page 153

67:13 79:20 <b>true (3)</b> 52:22 93:20 134:14 <b>trust (1)</b> 45:3 <b>trusts (1)</b> 124:25 <b>truth (1)</b> 125:2 <b>truthfully (1)</b> 10:11 <b>try (7)</b> 12:12 15:25 43:11 65:18 65:22 81:2 124:9 <b>trying (4)</b> 18:13 42:25 44:4 125:25 <b>Tuesday (1)</b> 81:18 <b>Tuesdays (1)</b> 83:25 <b>turn (1)</b> 121:11 <b>twice (4)</b> 57:7 58:23 101:7 125:25 <b>two (35)</b> 8:4 23:7 34:8 34:16 35:7 41:5,8,11,13 42:24 51:16 51:16 53:6 57:6 62:24 63:5,6,23 64:3 75:12,17 79:22 87:5 90:14 93:16 97:20 98:7,13 99:14 100:13 104:8 107:20 107:22 108:3 109:5 <b>type (3)</b>	95:4 98:6 103:4 <b>typed (3)</b> 123:24,25 127:25 <hr/> <b>U</b> <hr/> <b>U (2)</b> 3:4 4:7 <b>U.S (9)</b> 4:23 12:13,19 12:20 14:10 14:15,25 15:7 15:8 <b>un-Bates-sta...</b> 96:18 <b>under- (5)</b> 6:4 7:12 41:17 42:21 96:10 <b>underneath (2)</b> 116:2 120:23 <b>Undersigned ...</b> 123:24,25 127:25 <b>understand (...)</b> 6:4,10,16,17 7:8,15,20,21 8:20,21 9:3,4 9:7,10 21:14 35:9 52:2 88:9,24 96:10 103:16,19 117:13 118:3 120:16 123:22 <b>understandi...</b> 23:23 24:16 44:6 87:20 <b>understood (2)</b> 27:11 91:22 <b>Unfortunatel...</b> 121:13 <b>United (3)</b> 1:2 13:2,7 <b>up- (2)</b> 66:13,16	<b>upstairs (14)</b> 20:24 21:6 23:8 30:15,19 35:15,17 64:12,18 66:11,12,16 67:2 71:4 <b>Uptown (4)</b> 60:18,20,21,24 <b>use (7)</b> 9:24 45:17 46:8 56:25 67:6 79:23 108:12 <b>usually (3)</b> 67:16 95:21 107:11 <hr/> <b>V</b> <hr/> <b>v (1)</b> 4:21 <b>va- (1)</b> 87:5 <b>vaca- (3)</b> 86:19 93:7 99:8 <b>vacation (21)</b> 87:4,6,7,10,12 87:13,14,16 92:25 93:13 93:14,16 96:24 97:9,12 97:13 98:14 99:13,21 100:8,24 <b>velope (3)</b> 83:15 111:18 129:13 <b>verbal (1)</b> 8:10 <b>videotape (1)</b> 126:4 <b>Village (1)</b> 2:7 <b>vious (1)</b> 119:23	<b>visa (6)</b> 13:4,5,11,14 14:25 15:7 <b>visit (8)</b> 57:15 58:9,18 58:22 59:2,10 59:11,15 <b>voluntarily (7)</b> 18:24 19:2 20:12 32:4 49:25 50:2,3 <hr/> <b>W</b> <hr/> <b>W-2 (1)</b> 16:16 <b>wait (2)</b> 52:15 74:21 <b>waiting (4)</b> 50:17 51:7,15 53:3 <b>waived (1)</b> 3:10 <b>want (24)</b> 8:22 47:15 55:5 59:22 65:21 67:11 71:24 78:2,5 78:13 84:24 101:12 102:10 103:16 105:15 109:4 110:11,14 116:11 117:12 121:6 125:3 127:17 128:13 <b>wanted (2)</b> 18:4 101:16 <b>wash (36)</b> 15:10,11,12,14 15:16,19,23 15:25 16:3 17:3,7,15,16 17:17,22 18:2 18:11,14,17	19:12,17,19 19:23 20:12 20:18 30:10 30:12 32:4 55:17 74:5,8 109:24,25 110:16,23 111:7 <b>wasn't (4)</b> 39:19 48:7 74:17 122:18 <b>way (11)</b> 22:13 23:2 24:6,21 25:4 26:19 40:8 47:25 79:13 114:12 134:18 <b>we'll (3)</b> 40:2 88:18 124:9 <b>we're (18)</b> 24:13 27:7 30:20 33:22 58:3 59:5 63:13 64:25 71:25 74:15 105:3 108:11 109:2 123:9,9 123:10,17 130:17 <b>Wednes- (1)</b> 81:22 <b>Wednesday (2)</b> 81:18,19 <b>week (74)</b> 16:13 23:19 24:23 25:8,9 25:18,19 26:17 27:2,5 28:6,7 36:6,8 39:4,4,13 40:13 41:20 41:22 42:6 43:12,14 47:10,18 48:4
--	---	--	---	---

December 28, 2017

Page 154

75:13,14,24	53:7,10,11,11	14:15,23,24	71:21 82:10	79:15 129:19
76:3,12 78:20	53:21 56:7,16	15:16 16:18	82:18 85:13	129:21,23,25
78:22,25	56:17,24 57:2	17:25 18:15	85:18 86:8	130:5,8
81:13,16	57:2,7,8,11	19:4,24,25	90:5 106:19	<b>writing (10)</b>
82:14 83:22	57:23 58:23	20:4,12,24	110:4,5 111:3	23:13 39:3
83:23,24 86:6	58:24 59:19	21:15,24	<b>worker (4)</b>	41:19 55:10
86:19 87:4	59:21 60:4	25:15,21	71:2,2 108:8	67:23 89:25
90:4,14,14	82:19 97:11	26:23,25 27:6	127:3	94:22 95:18
91:7,16,22	100:8,24	27:9,12,17	<b>workers (6)</b>	105:9 110:3
92:3,6,7,7,9	114:10	28:5 29:10,11	48:24 60:23	<b>written (7)</b>
92:21,21	<b>weren't (3)</b>	33:19 35:7	61:8 76:18,25	48:18 49:16
93:14,19 94:2	87:5 97:24	36:8,20 39:3	108:9	102:7,7
95:6 97:18	100:12	40:14 41:21	<b>working (52)</b>	103:17
99:5 102:21	<b>whatsoever (1)</b>	42:5 43:12	17:15 18:6,8	114:22,25
104:8,11,12	128:15	44:16,20,24	19:6,23 20:13	<b>wrong (5)</b>
104:13	<b>WHEREOF ...</b>	45:7,9 46:2	21:5,7,8,17	40:4 69:25
105:19,25	134:20	48:3 51:2	22:25 24:12	101:9,10
113:8 114:21	<b>whichever (1)</b>	52:4,8 55:14	27:8,19 28:7	105:6
114:24	35:10	55:20 58:11	29:3,6,16	<b>wrote (4)</b>
115:13,23	<b>win (1)</b>	61:6 66:7	30:17,19,22	39:5 47:5
<b>weekly (1)</b>	113:6	67:7 71:12	31:23 33:7,11	111:19 113:5
84:5	<b>Winner (1)</b>	72:6,6 77:8	33:24 34:16	<hr/> <b>X</b> <hr/>
<b>weeks (12)</b>	113:3	78:22 80:4,18	34:17,25 35:3	<b>x (3)</b>
51:20 52:19	<b>Wiper (1)</b>	81:11,13,19	35:5,14,17	1:3,9 132:2
53:4 54:2	41:2	81:20,20,20	46:16,17	<hr/> <b>Y</b> <hr/>
55:13 90:14	<b>wit- (2)</b>	81:22 82:14	50:16 51:5,7	<b>Y (1)</b>
91:8 97:20	73:3 134:14	87:25 88:10	54:4 58:12	4:7
98:13 99:15	<b>witness (16)</b>	88:10,23 89:7	61:3 64:17,18	<b>yeah (21)</b>
104:8 105:16	3:21 5:18	89:15,19,23	71:7 75:9	14:18 18:20
<b>weeks' (1)</b>	44:12 53:20	95:6 97:15	81:5 100:12	31:10 33:2
93:13	54:7,11 72:3	98:12 102:21	110:19,25	34:7 40:25
<b>Weinreb (1)</b>	92:16 118:12	103:8,9 104:8	124:17	45:12 46:17
129:16	120:21	105:10 107:8	125:23	58:17 61:12
<b>welcome (1)</b>	121:12 123:6	107:19,20	126:25	71:2 72:17,19
6:11	125:8 132:4	116:8 127:11	129:13	75:15 77:18
<b>went (51)</b>	134:10,20	<b>work- (4)</b>	<b>workplace (2)</b>	79:19 90:12
12:12 14:22,24	<b>word (11)</b>	55:13 57:24	75:7 78:14	107:14,15
17:9 18:2	23:23 45:15,17	76:19,22	<b>works (1)</b>	110:2 119:14
20:13 29:11	56:25 87:21	<b>worked (28)</b>	23:6	<b>year (32)</b>
29:19,20,21	88:6,12,17	13:2 16:11	<b>wouldn't (1)</b>	11:22 12:5
29:22,23 30:2	102:11	17:19,21 21:9	97:19	16:17 22:2
30:3 32:2,19	123:25	21:13,16,19	<b>write (17)</b>	38:9,13 50:10
33:16 38:11	127:25	26:17 28:24	13:13,24 39:24	64:4 68:9,10
38:15 45:23	<b>words (1)</b>	30:15 32:8	40:10 43:11	68:16,21
51:9,18,18,20	35:22	34:9,10 36:5	48:4 67:21	
51:24 52:23	<b>work (87)</b>	70:24 71:14	70:14,15,18	

December 28, 2017

Page 155

69:13 75:11	78:4	132:15	126:1	<b>1971 (3)</b>
75:12,14,15	<b>002 (1)</b>	<b>11:03 (1)</b>	<b>127 (2)</b>	12:2,2,7
75:17,18 76:4	78:4	1:13	127:1 132:18	<b>1991 (1)</b>
82:2 87:4	<b>008 (1)</b>	<b>11:06 (1)</b>	<b>128 (1)</b>	11:23
93:15 95:5,6	82:24	5:17	128:1	<b>1998 (6)</b>
96:25 98:6,12	<b>041 (1)</b>	<b>110 (1)</b>	<b>129 (1)</b>	12:6,7,10,18
98:14 99:9,12	84:23	110:1	129:1	12:19,24
103:4		<b>111 (1)</b>	<b>12A (3)</b>	<b>1999 (1)</b>
<b>year-to-date ...</b>	<b>1</b>	111:1	127:23,25	12:18
86:2	<b>1 (6)</b>	<b>112 (1)</b>	132:18	
<b>years (19)</b>	1:1 70:20 72:2	112:1	<b>12th (3)</b>	<b>2 (6)</b>
14:7 21:13	72:4 105:19	<b>113 (1)</b>	98:12 99:21,22	2:1 61:8 70:20
38:14 42:24	132:4	113:1	<b>13 (1)</b>	78:6,8 132:5
58:12 61:4	<b>1:13 (1)</b>	<b>114 (1)</b>	13:1	<b>20 (5)</b>
64:3 75:12	63:14	114:1	<b>130 (1)</b>	20:1 36:25
86:9 87:5,10	<b>10 (4)</b>	<b>11427 (1)</b>	130:1	37:3,5,9
87:13 93:12	10:1 86:9	2:7	<b>131 (1)</b>	<b>200 (9)</b>
93:17 106:20	103:6 132:14	<b>115 (1)</b>	131:1	24:23,24 39:13
108:3,6,15,17	<b>100 (6)</b>	115:1	<b>132 (1)</b>	39:16 48:10
<b>York (20)</b>	39:14 100:1	<b>116 (1)</b>	132:1	92:7,9 95:25
1:2,12,12,17	112:16 113:3	116:1	<b>133 (1)</b>	106:23
2:7,11,11 4:4	115:12	<b>117 (1)</b>	133:1	<b>2000 (2)</b>
4:9,16,16,24	117:14	117:1	<b>134 (1)</b>	15:17 17:22
12:22,23	<b>10022 (1)</b>	<b>118 (1)</b>	134:1	<b>2001 (7)</b>
57:25 58:2	2:11	118:1	<b>139 (1)</b>	15:17 17:7,17
59:7 134:4,5	<b>101 (1)</b>	<b>119 (1)</b>	121:8	17:19,22 18:2
134:9	101:1	119:1	<b>13th (1)</b>	19:4
	<b>102 (1)</b>	<b>11th (1)</b>	93:2	<b>2003 (3)</b>
<b>Z</b>	102:1	2:11	<b>14 (1)</b>	17:19,25 18:3
<b>zation (1)</b>	<b>103 (2)</b>	<b>12 (4)</b>	14:1	<b>2004 (17)</b>
27:10	103:1 132:14	12:1 93:13	<b>14th (1)</b>	17:20 18:22
<b>zip (1)</b>	<b>104 (1)</b>	121:10	95:6	19:4 20:2,3,5
4:17	104:1	132:16	<b>15 (1)</b>	20:11 21:7
	<b>105 (1)</b>	<b>120 (1)</b>	15:1	27:12,14,17
<b>0</b>	105:1	120:1	<b>15th (1)</b>	28:21,23 29:2
<b>000120 (1)</b>	<b>106 (1)</b>	<b>121 (2)</b>	97:10	29:3 64:14,16
92:13	106:1	121:1 132:16	<b>16 (1)</b>	<b>2007 (9)</b>
<b>000121 (1)</b>	<b>107 (1)</b>	<b>122 (1)</b>	16:1	29:5,17 33:16
92:13	107:1	122:1	<b>17 (1)</b>	33:20 43:6
<b>000122 (1)</b>	<b>108 (1)</b>	<b>123 (1)</b>	17:1	44:24 45:9
94:24	108:1	123:1	<b>17-CV-00657...</b>	64:11 124:17
<b>000123 (1)</b>	<b>109 (2)</b>	<b>124 (1)</b>	5:2	<b>2011 (1)</b>
94:25	109:1 132:15	124:1	<b>18 (1)</b>	126:22
<b>000137 (1)</b>	<b>11 (4)</b>	<b>125 (1)</b>	18:1	<b>2012 (12)</b>
121:8	11:1 61:7	125:1	<b>19 (1)</b>	27:15 63:19
<b>001 (1)</b>	109:13	<b>126 (1)</b>	19:1	

December 28, 2017

Page 156

82:4 92:14,18 92:19,24,25 93:25 101:2 119:21 132:9 <b>2013 (6)</b> 93:2 95:2,5,7,9 132:10 <b>2014 (8)</b> 96:19,21,23 97:21 98:18 98:22,24 132:11 <b>2015 (14)</b> 43:3,6,8,10,15 43:22 44:24 46:10,12 98:6 98:9,18 99:3 132:12 <b>2016 (9)</b> 99:17,18,22 100:8,18,24 101:3 105:19 132:13 <b>2017 (15)</b> 1:13 5:17 33:20 49:22 50:11 55:14 58:4 86:21 103:4,5 105:19 131:11 132:14 134:11,21 <b>20th (1)</b> 92:25 <b>21 (1)</b> 21:1 <b>215-28 (1)</b> 2:7 <b>22 (1)</b> 22:1 <b>23 (1)</b> 23:1 <b>24 (3)</b> 9:20,23 24:1 <b>25 (3)</b>	14:7,9 25:1 <b>250 (1)</b> 48:11 <b>2546 (1)</b> 4:15 <b>25th (2)</b> 96:25 97:3 <b>26 (2)</b> 26:1 105:19 <b>27 (2)</b> 27:1 96:25 <b>28 (3)</b> 1:13 28:1 134:11 <b>280 (2)</b> 114:18 115:5 <b>28th (2)</b> 5:16 97:10 <b>29 (1)</b> 29:1 <hr/> <b>3</b> <b>3 (5)</b> 3:1 70:20 82:25 83:3 132:7 <b>3:21 (1)</b> 109:3 <b>30 (1)</b> 30:1 <b>300 (11)</b> 39:13,15 48:10 48:11 92:3,6 92:7,8,10 95:25 96:2 <b>31 (1)</b> 31:1 <b>31st (1)</b> 134:21 <b>32 (1)</b> 32:1 <b>320 (1)</b> 105:21 <b>33 (1)</b> 33:1 <b>330 (2)</b>	114:18,19 <b>331 (1)</b> 119:16 <b>34 (1)</b> 34:1 <b>343 (1)</b> 101:8 <b>35 (1)</b> 35:1 <b>350 (1)</b> 106:5 <b>354 (2)</b> 112:16,22 <b>36 (1)</b> 36:1 <b>360 (1)</b> 115:12 <b>37 (1)</b> 37:1 <b>38 (1)</b> 38:1 <b>382 (1)</b> 101:8 <b>39 (1)</b> 39:1 <hr/> <b>4</b> <b>4 (3)</b> 4:1 85:3 132:8 <b>4:04 (1)</b> 130:15 <b>4:08 (2)</b> 130:18 131:4 <b>40 (10)</b> 28:5,14 36:6,8 36:16,17,24 37:2,10 40:1 <b>400 (1)</b> 101:7 <b>406.76 (1)</b> 105:20 <b>41 (1)</b> 41:1 <b>42 (1)</b> 42:1 <b>427 (2)</b>	115:24 116:3 <b>43 (1)</b> 43:1 <b>433 (1)</b> 117:14 <b>44 (1)</b> 44:1 <b>45 (1)</b> 45:1 <b>454 (2)</b> 112:16,17 <b>46 (1)</b> 46:1 <b>460 (2)</b> 115:12,12 <b>47 (1)</b> 47:1 <b>472 (1)</b> 106:2 <b>48 (1)</b> 48:1 <b>49 (1)</b> 49:1 <hr/> <b>5</b> <b>5 (3)</b> 5:1 92:15 132:9 <b>50 (3)</b> 50:1 114:18 115:8 <b>500 (3)</b> 100:6,14 101:2 <b>51 (1)</b> 51:1 <b>52 (1)</b> 52:1 <b>53 (1)</b> 53:1 <b>54 (1)</b> 54:1 <b>55 (1)</b> 55:1 <b>55/6 (1)</b> 133:4 <b>56 (1)</b>	56:1 <b>57 (1)</b> 57:1 <b>58 (1)</b> 58:1 <b>59 (1)</b> 59:1 <hr/> <b>6</b> <b>6 (3)</b> 6:1 95:3 132:10 <b>60 (19)</b> 28:7,13 36:8 36:14,15 51:2 51:2 60:1 78:20,22,24 80:4,8 81:2,4 82:10,14,16 82:20 <b>600 (2)</b> 100:15 101:2 <b>61 (1)</b> 61:1 <b>62 (1)</b> 62:1 <b>63 (1)</b> 63:1 <b>64 (1)</b> 64:1 <b>65 (1)</b> 65:1 <b>66 (1)</b> 66:1 <b>669 (2)</b> 119:16 120:5 <b>67 (1)</b> 67:1 <b>68 (1)</b> 68:1 <b>69 (1)</b> 69:1 <hr/> <b>7</b> <b>7 (4)</b> 4:16 7:1 96:22
---	--	--	---	--

December 28, 2017

Page 157

132:11	85:1 132:8			
<b>70 (1)</b>	<b>86 (1)</b>			
70:1	86:1			
<b>700 (1)</b>	<b>87 (1)</b>			
105:17	87:1			
<b>71 (1)</b>	<b>88 (1)</b>			
71:1	88:1			
<b>72 (2)</b>	<b>89 (1)</b>			
72:1 132:4	89:1			
<b>73 (1)</b>	<b>8th (1)</b>			
73:1	103:8			
<b>74 (1)</b>				
74:1	<b>9</b>			
<b>745 (3)</b>	<b>9 (3)</b>			
103:23 104:3	9:1 99:19			
105:12	132:13			
<b>75 (1)</b>	<b>90 (1)</b>			
75:1	90:1			
<b>76 (1)</b>	<b>91 (1)</b>			
76:1	91:1			
<b>77 (1)</b>	<b>92 (2)</b>			
77:1	92:1 132:9			
<b>78 (2)</b>	<b>92nd (2)</b>			
78:1 132:5	20:13 22:6			
<b>79 (1)</b>	<b>93 (1)</b>			
79:1	93:1			
<b>7th (1)</b>	<b>94 (1)</b>			
99:3	94:1			
	<b>94/16 (1)</b>			
<b>8</b>	133:5			
<b>8 (5)</b>	<b>95 (2)</b>			
8:1 81:11,11	95:1 132:10			
98:10 132:12	<b>96 (2)</b>			
<b>80 (1)</b>	96:1 132:11			
80:1	<b>97 (1)</b>			
<b>81 (1)</b>	97:1			
81:1	<b>98 (2)</b>			
<b>82 (1)</b>	98:1 132:12			
82:1	<b>99 (2)</b>			
<b>83 (2)</b>	99:1 132:13			
83:1 132:7				
<b>84 (1)</b>				
84:1				
<b>845 (2)</b>				
1:11 2:11				
<b>85 (2)</b>				



3. Thunder Lube was incorporated in July 2015. Thunder Lube was incorporated for the purpose of acquiring the business of Abko.
4. Thunder Lube, since its incorporation, has operated a lube shop on Coney Island Avenue in Brooklyn, New York. The lube shop employs approximately 20 people.
5. Prior to July 2015, this business was operated by Abko. Abko has neither operated any business, nor had any employees, since approximately July 2015.
6. Plaintiff Bakary Toure ("Plaintiff") worked in the lube shop, first for Abko, and subsequently for Thunder Lube, from approximately 2007 through January 2017.
7. During his employment, Plaintiff typically worked more than 40 hours per week. Each week, he received minimum wage for his first 40 hours of work ("Base Pay") and overtime pay consisting of 1.5 times his hourly Base Pay for each hour of overtime worked ("Overtime Pay", and together with his Base Pay, his "Compensation").
8. Compensation was paid to Plaintiff by check on a weekly basis on Monday or Tuesday of each week. Plaintiff also received with his Compensation a pay stub delineating: hours worked, rate of hourly pay for Base Pay, rate of hourly pay for Overtime Pay, year-to-date Base Pay, year-to-date Overtime Pay, and other such information.
9. I do not dispute that in most weeks, Plaintiff also received a cash payment in addition to his Compensation. Plaintiff alleges that this supplementary payment was in the amount of \$300 per week, but actually the amount varied widely from payment to payment. I kept records of all of the cash payments and have supplied those records to Plaintiff as part of this litigation.
10. Plaintiff asserts that the cash payment above was a commission, but fails to allege the basis for this commission payment, how it was supposedly calculated, or any other facts

indicating the existence of a commission structure. In fact, there was no commission structure in place at either of the Corporate Defendants.

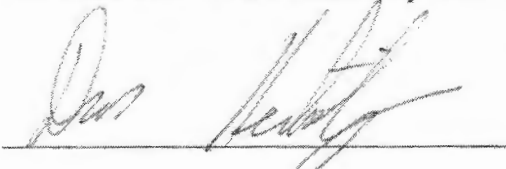
11. Rather, the cash payment was a voluntary bonus which I chose to pay at my sole discretion. The timing and the amount of the cash bonuses was entirely up to me and dependent on how I felt about the business and the Plaintiff at the time of the payment. There was no agreement with Plaintiff requiring me to make any cash payments.
12. In or about April 2015, I asked all of Abko's non-exempt employees to enter into an arbitration agreement (the "Arbitration Agreement") which would require the employee to arbitrate all claims arising out of his/her work or performance of services for Abko. It had been suggested at a meeting of a car wash owners' trade association that this would be a good business practice. The claims subject to arbitration would encompass any disputes or controversies concerning employment involving Abko, and/or Abko's successors, among others. It also covers disputes, controversies and claims concerning shareholders of Abko and its successors.
13. Abko's successors include Defendant Thunder Lube. Defendant Hagay Keren is a shareholder of both Defendant Abko and Defendant Thunder Lube. I, therefore, believe that all of the Defendants are covered by the Arbitration Agreement.
14. A copy of the Arbitration Agreement was given to each employee, and they were told they could take them home, study them, and return them to the office at Abko if signed.
15. Some employees signed the Arbitration Agreement immediately, some took them home and later returned signed copies, and some did not sign. Plaintiff chose to execute the Arbitration Agreement on or about April 1, 2015 and return it to Abko.



16. A true and correct copy of the Arbitration Agreement kept in the business records of Thunder Lube, as successor to Abko, is attached to this Declaration as Exhibit I.
17. I am advised that Plaintiff acknowledged in his deposition that it is his signature on the Arbitration Agreement. Plaintiff, along with many of Abko's employees, voluntarily entered into the binding Arbitration Agreement which requires all claims arising from any employment with Abko and its successor, Thunder Lube, to be arbitrated.
18. Plaintiff followed none of the procedures provided in the Arbitration Agreement in the instant case. Instead, Plaintiff ambushed the Corporate Defendants by filing the instant complaint in the Eastern District of New York on February 5, 2017, without any warning.
19. I understand that the complaint alleges that the Corporate Defendants violated federal and New York labor laws by failing to include commissions in Plaintiff's Base Pay for purposes of calculating Plaintiff's Overtime Pay, which I do not understand because Plaintiff was never paid any commissions.
20. I hired Stephen Hans as Defendants' counsel, and he filed an answer on April 28, 2017.
21. I am advised that the initial case conference was held on June 22, 2017. I have since learned from reading the transcript that at that conference, Mr. Hans made several unauthorized statements which were adverse to Defendants and blatantly untrue. I was apoplectic when I read Mr. Hans' remarks. Counsel subsequently recanted his remarks. A true and correct copy of the affidavit filed by Mr. Hans to recant his remarks is attached hereto as Exhibit II.
22. Although I was unaware of Mr. Hans' statements at the end of August, 2017, based on his description of the tenor of the initial case conference and his subsequent actions, I perceived that he was not acting in the Defendants' best interests.

23. As a result, I replaced Attorney Hans with Defendants' current counsel, Mayerson & Hartheimer, PLLC ("M&H") at the end of August 2017.
24. I have reviewed the Declaration of Hagay Keren filed in connection with this Dismissal Motion. Said Declaration correctly describes the role of Hagay Keren at Abko and Thunder Lube. I am the manager of said Corporate Defendants, and I am not aware of any responsibilities that Mr. Keren has at either of the Corporate Defendants. He has no interaction with the employees and has no responsibility for hiring and firing.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge and understanding.

  
Dror Hershowitz

Dated: 3/8/18

# **EXHIBIT I**

Bakari

**ARBITRATION AGREEMENT****THIS ARBITRATION AGREEMENT SUPERCEDES ANY AND ALL ARBITRATION AGREEMENTS**

THIS IS AN AGREEMENT TO ARBITRATE ALL CLAIMS. READ THE FOLLOWING ARBITRATION PROVISIONS CAREFULLY. IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION OR ADMINISTRATIVE PROCEEDING.

1. I, the undersigned ("UNDERSIGNED"), hereby agrees to arbitrate any and all claims, disputes and or controversies, including but not limited to, all statutory claims and any and all state and or federal claims, that may arise out of or relate in any way to my work and or performance of services for **ABKO ASSOCIATES INC.** ("**Abko**" or "**Company**") and any other existing corporation, including but not limited to claims, disputes and or controversies involving their predecessors, successors, assigns, parents, subsidiaries, affiliates, officers, trustees, directors, shareholders, partners, employees, agents, heirs, administrators, executors and attorneys, past and present. ["UNDERSIGNED" as defined herein shall include any and all persons who worked or performed services for **Abko**, including but not limited to part-time employees, full-time employees, temporary employees, independent contractors, and or seasonal employees].
2. By agreeing to arbitration, **UNDERSIGNED** understands and agrees that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceedings, to resolve their disputes. The **UNDERSIGNED** also agrees to (i) waive any right to pursue any claims arising under this agreement including statutory, state and or federal claims, as a class action or class action arbitration, or (ii) to have an arbitration under this agreement consolidated with any other arbitration or proceeding.
3. In the event of a dispute, controversy or claim arising out of or relating in any way to **UNDERSIGNED's** work or performance of any services for **Abko** the **UNDERSIGNED** must first notify **Abko** in writing thereof, explaining in detail the nature of their claim. Within thirty (30) days of such notice, both Parties shall meet at **Abko** (or a location selected by **Abko**) in an initial attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such meeting, the **UNDERSIGNED** ("Complaining Party") shall seek remedies exclusively through arbitration as provided for herein. A written demand for arbitration must be made within sixty (60) days of the Complaining Party's first notification, and in no event shall it be made after one (1) year from when the Complaining Party knew or should have known of the controversy, claim, dispute or breach. **UNDERSIGNED's** failure to specifically adhere to these notice provisions and procedures as provided for herein, hereby results in a waiver by **UNDERSIGNED** of any and all claims against **Abko**, and their predecessors, successors, assigns, parents, subsidiaries, affiliates, officers, trustees, directors, shareholders, partners, employees, agents, heirs, administrators, executors and attorneys, past and present. All notices should be sent to: **ABKO ASSOCIATES INC., 488 CONEY ISLAND AVE., BROOKLYN, NEW YORK 11218** via regular and certified mail return receipt requested.
4. This agreement to arbitrate shall be specifically enforceable. **Abko** may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. If **Abko** prevails, it shall be entitled to reasonable attorney's fees and costs.
5. The arbitration shall be conducted by one (1) arbitrator. If the Parties are not able to agree upon the selection of the arbitrator, within thirty (30) days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by **Abko** from: (a) the list of arbitrators provided by the U.S. District Court for the Southern District of New York, the State Court of New York, or the New York State Bar Association if the arbitration is held in New York; or (b) from the list of arbitrators provided by the U.S. District Court of New Jersey, the State Court of New Jersey, or the New Jersey State Bar Association if the arbitration is held in New Jersey; or (c) a retired Judge. The arbitrator shall have at least ten (10) years of legal experience and be either an attorney or retired Judge, within a fifty (50) mile radius of **Abko**. The arbitrator shall have no authority to award punitive, consequential, special, or indirect damages. The arbitrator shall not be entitled to issue injunctive and other equitable relief. The arbitration will be held at **Abko's** attorney's office or a location chosen by **Abko**.

6. The laws of the State of New York shall be applied if the arbitration proceedings are held in New York, without regard to principles of conflict of laws. The laws of the State of New Jersey shall be applied if the arbitration proceedings are held in New Jersey, without regard to principles of conflict of laws. Company reserves the exclusive right to select the location of the arbitration proceedings and choice of law applied. Barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator is appointed. The arbitrator may reasonably extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

7. Except as may be required by law, UNDERSIGNED nor its representatives, assigns and or heirs cannot disclose the existence and content of this arbitration agreement, or results of this arbitration agreement and or any arbitration hereunder without the prior written consent of Abko. This confidentiality provision is a *material clause* of this agreement. Breach of this confidentiality provision by UNDERSIGNED or their representatives, attorneys, assigns and or heirs, will subject the breaching party to forfeiture of any and all damages (including all fees, costs and expenses) or award, if any, that the breaching party may have received, along with reasonable attorney's fees and costs incurred by the non-breaching party in seeking to enforce this confidentiality provision, including court costs and fees, and all arbitration costs and fees incurred by Company.

8. The Parties shall be entitled to discovery in the arbitration. Each Party shall be entitled to request no more than 500 pages of documents and to take three (3) depositions not to exceed eight (8) hours for each such deposition. Each Party shall be entitled to depose any expert who will testify in the arbitration proceeding. In addition to the foregoing, any Party shall be entitled to take the deposition of any witness who will testify at the arbitration. The Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness fourteen (14) days before the arbitration hearing.

9. Each party shall bear its own costs and their own attorney, expert, and other fees and costs. The cost of any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be the responsibility of the unsuccessful party. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions herein by bringing suit in any court of competent jurisdiction, as identified in paragraph 10. Each party shall pay its own proportionate share of arbitrator fees and expenses, plus the fees and expenses of the arbitrator designated, and the arbitration fees and expenses of the arbitrator designated.

10. The jurisdiction for all disputes involving this agreement to arbitrate shall be: (1) the U.S. District Court - Eastern District of New York or State of New York courts if the arbitration proceedings are held in New York, without regard to principles of conflict of laws; or (2) the U.S. District Court of New Jersey or State of New Jersey courts if the arbitration proceedings are held in New Jersey, without regard to principles of conflict of laws. Abko reserves the exclusive right to select either jurisdiction and court in New York or New Jersey for all court proceedings relating to this arbitration agreement. If UNDERSIGNED seeks to proceed with court proceedings in relation to this arbitration agreement, UNDERSIGNED must first request permission from Abko as to the jurisdiction, court and venue for all court proceedings.


11. If any part of this arbitration agreement is found to be unenforceable for any reason, the remaining provisions shall remain enforceable. This Arbitration Agreement replaces any and all other arbitration agreements, and shall govern and control. This agreement shall not be construed against the drafter. By signing this agreement, UNDERSIGNED represents that they have read this agreement, and fully understands the provisions provided for herein.

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION OR ADMINISTRATIVE PROCEEDING AGAINST ABKO ASSOCIATES. PLEASE READ IT CAREFULLY, PRIOR TO SIGNING. UNDERSIGNED MAY SEEK INDEPENDENT LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT.

Accepted By: 

Authorized Representative of ABKO ASSOCIATES INC.

Date: 4/1/15Undersigned: Undersigned Print Name: Bakari ToureDate: 4/1/15

## **EXHIBIT II**



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
BAKARY TOURE,

Plaintiff,

-against-

THUNDER LUBE, INC., ABKO ASSOCIATES,  
INC., and HAGAY KEREN,

Defendants.  
-----X

17-cv-00657 (DLI) (PK)

**DECLARATION OF**  
**STEPHEN D. HANS, ESQ.**

**STEPHEN D. HANS, ESQ. declares, upon personal knowledge and under the penalties of perjury pursuant to 28 USC 1746, that the following is true and correct:**

1. My office was retained in April 2017 by Mr. Hershowitz, who manages Thunder Lube, Inc., for all three defendants in the above captioned case. I was retained by telephone and we did not meet at my office nor at the businesses which with he is associated.
2. The reason for this Declaration is that I was presented with the minutes of the Initial Conference, dated June 22, 2017, in which I appeared for the defendants. After reviewing those minutes, it was clear to me that I misspoke without authorization of the client and I was wholly incorrect in what I said to the Court.
3. The corporate defendant is located very close to another client. When I discussed “commissions” at the conference, I realized that I was not thinking of Thunder Lube. I had not even had any conversations with Mr. Hershowitz concerning defendants Thunder Lube or Abco.
4. My recollection at the Initial Conference was incorrect. Frankly, I may have been thinking of a different client. I did not engage in any due diligence with the clients, nor did I have all of the facts.
5. When I said to the Court that “I told the client a long time ago that if you’re going to pay commissions for non-exempt employees, someday you’re going to get caught.” (transcript; p. 2 L 11-13), I was not referring to this client. I had not met with any of the individuals who operate Thunder Lube or Abko.



6. Rule 26 Disclosures – Neither party had made any disclosures as to witnesses or who may have knowledge of this matter prior to the Initial Conference. I had never received any Rule 26 disclosures from Mr. Hassan and I never served him with any. Consequently, neither of us had any idea of who would support these allegations.
7. I cannot overstate that I completely and unequivocally misspoke on the issue of “commissions.” I have no knowledge regarding this. In fact, when Thunder Lube, Inc. realized that I was moving to settle this case, because of that fact, I was discharged as counsel since the client lost any confidence in my representation.
8. As I look back, I realize that I did not have any direct knowledge of commissions that were paid by Thunder Lube or Abko and I spoke of such without knowledge of or authorization by the client.

Dated: Long Island City, New York  
December 4, 2017

/s/ Stephen D. Hans  
Stephen D. Hans (SH-0798)  
45-18 Court Square, Suite 403  
Long Island City, New York 11101  
Tel: 718.275.6700 x 204  
Fax: 718.275.6704  
Email: [shans@hansassociates.com](mailto:shans@hansassociates.com)

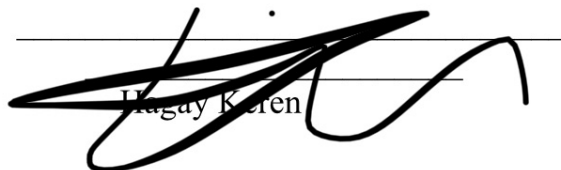


### DECLARATION OF HAGAY KEREN

I, Hagay Keren, under penalty of perjury, declare as follows:

1. I am a minority shareholder of both Defendant Abko Associates Inc. ("Abko") and Defendant Thunder Lube Inc. ("Thunder Lube", and together with Abko, the "Corporate Defendants"), and I make this Declaration in support of Defendants' Motion to Compel Arbitration, Dismiss Complaint and to Dismiss Defendant Hagay Keren. Unless noted otherwise, I am aware of all the facts set forth below from my own personal knowledge.  
For the purpose of this Declaration, I have tried to refer only to facts that are part of the record in the above-captioned case, either through pleadings, depositions, or discovery that Defendants have produced to the other side.
2. I have no operational responsibilities and no day-to-day responsibilities at the lube shop operated by either of the Corporate Defendants.
3. I have no contact with employees of the Corporate Defendants, other than my fellow shareholders with whom I may socialize from time to time. Furthermore, I have no responsibilities with respect to the employees of the Corporate Defendants, and I do not hire or fire employees for either of the Corporate Defendants.
4. I do not remember the last time I physically visited the lube shop operated by either of the Corporate Defendants, but I believe the most recent occasion of my visit to have been more than one year ago.
5. I have not attended any shareholder meetings of either of the Corporate Defendants.
6. I testified to the above facts at the deposition taken by Mr. Abdul Hassan on December 7, 2017.
7. I am neither an officer nor a director of either of the Corporate Defendants.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge and understanding.

  
Hagay Keren

Dated:  
3/8/18